SERVICE AGREEMENT— NON-HAZARDOUS MATERIALS

Terms and Conditions

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right to, and Company shall furnish such equipment and services reasonably necessary to, collect and dispose of and/or recycle all of Customer's Waste Materials (defined below). Customer represents and warrants that all materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of the Agreement and these Terms, "***Waste Materials***" means only non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer at Customer's Service Address. Waste not meeting the definition of "Waste Materials" shall be referred to herein as "***Excluded Materials***". Excluded Materials composed of industrial process wastes, asbestos containing material, petroleum contaminated soils, and treated/de-characterized wastes, is referred to herein as "***Special Waste***" and shall require the following prior to disposal: (a) a completed Customer Waste Profile for such Special Waste; and (b) written approval by the Company. For Waste Materials and/or Special Waste approved by the Company for waste to energy, product destruction, or alternative fuel processing, Company shall use its commercially reasonable efforts to provide those services. When necessary, Company may manage the selection and use of disposal and/or recycling facilities for Customer's Waste Materials at its discretion. Customer agrees that: (a) all other Excluded Materials, including but not limited to radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, lead acid, lithium ion and other batteries, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, and Special Waste not approved in writing by Company, shall not be deposited at any time in Company's equipment, nor shall Customer permit such Excluded Materials to be collected by Company; and (b) all liability for and all expense related to, Excluded Material shall remain exclusively with Customer at all times.

2. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges set forth in the Agreement, as adjusted hereunder, within thirty (30) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate equal to the lesser of (a) eighteen percent (18%) per annum, and (b) the maximum rate allowed by applicable law. Company may upon written notice to Customer, increase the charges for services and/or equipment hereunder at any time and for any reason, including but not limited to any of the following: increase in disposal, environmental, insurance, security, energy, fuel or transportation costs; change in composition of the Waste Materials, or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc.

3. CHANGES. Changes in frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

4. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the sole and exclusive property of Company; *provided however*, Customer shall have custody and care of, a duty of care over the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Upon expiration or earlier termination of the Agreement, Customer shall return all equipment provided under the Agreement to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall: (a) not overload, move or alter the equipment and shall use the equipment only for its intended purpose, (b) provide unobstructed access to the equipment on the scheduled collection day and at such other times as Company may request, and (c) pay if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide such access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services and/or hereunder. Customer represents and warrants that Customer's right of way (both on and leading to Customer's location) is sufficient to bear the weight of Company's equipment and vehicles without causing damage thereto.

5. LIMITATION OF LIABILITY. (a) **No Consequential or Indirect Damages**. IN NO EVENT SHALL COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, OFFICERS, MANAGERS, GOVERNORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE TERMS TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (b) **Maximum Liability**. WITHOUT LIMITING THE PROVISION OF SECTION 5(a) ABOVE, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT OR THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO COMPANY PURSUANT TO THE AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR $5,000.00, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. The prior sentence limiting liability and damages is a material part of the Agreement, and Company would not have provided services to Customer hereunder on terms as favorable to Customer as set forth in the Agreement without Customer's agreement to limit Company's liability as provided above.

6. INDEMNITY. Customer shall indemnify, defend and hold harmless Company, its officers, managers, governors, employees, agents, affiliates, successors and assigns (collectively, "***Indemnified Party***") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party or otherwise awarded against the Indemnified Party, arising out of any claim alleging: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Customer, its employees or agents; (ii) any negligent or more culpable act or omission of Customer, its employees or agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Customer, its employees or agents (including any reckless or willful misconduct; (iv) any failure by Customer to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement; or (v) Customer depositing or permitting deposit of, or collection by Company of, Excluded Materials, except as specifically accepted by Company in writing pursuant to the terms hereof.

7. DEFAULT; REMEDIES. An event of default ("***Event of Default***") under the Agreement shall occur upon the occurrence of any one of the following events: (i) Customer does not pay any amount to Company when due; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations to Company arising under the Agreement or these Terms, or any other agreement between the parties. Upon the occurrence of any Event of Default, Company may at its option and without notice or demand, exercise all or any one of the following remedies: (i) declare immediately due and payable all invoices and all other sums due or to become due under the Agreement or any other agreement between Customer and Company, together attorneys' fees, court costs, other costs of collection and all applicable termination fees; (ii) terminate all of its obligations arising under the Agreement and any other agreement between Customer and Company; or (iii) exercise all other legal and equitable remedies which Company may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently. Customer agrees to pay Company's attorney's fees and other costs incurred in enforcing the Agreement (including these Terms).

8. RIGHT OF FIRST REFUSAL. Upon expiration of the Initial Term and continuing for the duration of and following any Renewal Term thereafter, Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of the Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

9. ENVIRONMENTAL ATTRIBUTES. Customer agrees that all Environmental Attributes (defined below) arising from or associated with Waste Materials, Special Waste, alternative fuel, waste-to-energy processing, product destruction, recycling, or other services provided by Company are and shall remain the sole and exclusive property of Company, and Customer hereby grants to Company all ownership rights of such Environmental Attributes. **"Environmental Attributes"** means any and all environmental benefits, carbon-related attributes, and sustainability attributes, including without limitation, any carbon credits, carbon offsets, avoided emissions credits or claims under any voluntary or regulatory program or organization or private contract, now existing or created in the future. Customer agrees that: (a) Customer acquires no ownership interest in any Environmental Attributes unless expressly agreed to in a separate written agreement executed by Company; (b) to prevent double counting of Environmental Attributes, Customer shall not claim, register, sell, transfer, retire, or otherwise use any Environmental Attributes or emissions reductions associated with the services or materials provided by Company for carbon accounting, sustainability reporting, regulatory compliance, or public disclosure purposes, unless expressly authorized in writing by Company; and (c) at no cost to Customer, Customer will cooperate with Company as reasonably necessary for Company to verify or claim such Environmental Attributes and to execute and deliver such documents as reasonably requested by Company to achieve the purposes of this section.

10. METAL CONTAMINATION. Unless specifically permitted by Company in writing, Customer acknowledges and agrees that metal contaminants shall not be present in any materials or feedstocks provided to Company for processing. Metals and metal-containing materials pose a significant risk of catastrophic equipment damage, safety hazards, and operational downtime. Customer is solely responsible for ensuring that all feedstock materials are free of metal contaminants prior to delivery to Company. Customer shall implement appropriate screening, sorting, and verification procedures to prevent metal contamination. If Customer identifies potential metal contamination or uncertainties regarding feedstock composition, Customer shall promptly notify Company and cooperate with Company to implement corrective measures. In the event metal contamination is present in the feedstock and causes damage to Company equipment, Customer shall be responsible for all costs associated with the damage, including but not limited to: repair or replacement of damaged equipment, parts and labor, downtime and loss of production, and any additional remediation or decontamination costs required by Company reserves the right to seek full cost recovery for damages arising from metal contamination, including all reasonable and verifiable costs incurred due to the incident, downtime, and any third-party remediation required. Company reserves the right to suspend or terminate this processing agreement immediately if metal contamination is detected in the feedstock. Termination may occur without liability for future performance or penalties.

11. GENERAL TERMS. The following sections of these Terms shall survive termination or expiration of the Agreement: 1, 2, 3, 5, 6, and 8. The relationship between the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement (including these Terms): (i) are binding upon and inure to the benefit of Company and Customer and their respective successors, transferees, or assignees; (ii) constitute the entire agreement between the parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written; and (iii) may not be amended or modified except by a written agreement signed by both parties; provided however, these Terms may be amended by Company from time to time without notice to or the consent of Customer. A determination that any provision contained in the Agreement or these Terms is invalid or unenforceable shall not affect the other provisions of the Agreement or these Terms. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms more than one (1) year after the accrual of such cause of action.