HAULER ADDENDUM

This Truck IT Hauler Addendum (this “Addendum”) is an addendum to, and incorporates the terms and conditions of, the Truck IT Terms of Service, and it sets forth additional terms and conditions that apply to and govern the orders and other transactions between Truck IT acting as a broker or scheduler, on the one hand, and Haulers (which may also be referred to in this Addendum as “you” or “your”) of trucks and other equipment (“Equipment”), on the other hand, which orders and transactions (each, a “Job”) are entered into through the Services for the purpose of arranging and scheduling Equipment used for the purpose of hauling bulk materials on and off construction sites at the direction of Truck IT’s Contractors.
Capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement. If there is an inconsistency between this Addendum and the Agreement, this Addendum shall control.

BY ACCESSING OR USING THE SERVICES, YOU REPRESENT AND WARRANT THAT: (A) YOU ARE A LEGAL RESIDENT OF THE UNITED STATES; (B) YOU ARE EITHER (I) AT OR ABOVE THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE; (C) YOU OWN OR HAVE SUFFICIENT AUTHORIZATION TO USE THE DEVICE YOU USE TO ACCESS THE SERVICES; AND (D) YOU WILL ACCESS AND USE THE SERVICES IN ACCORDANCE WITH THIS ADDENDUM.

PLEASE READ THIS ADDENDUM CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. YOUR ACCESS TO OR USE OF ANY PART OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THIS ADDENDUM. IF AT ANY TIME YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS ADDENDUM, YOU MUST IMMEDIATELY DISCONTINUE ACCESSING OR USING THE SERVICES.
IF YOU ARE USING THE SERVICES ON BEHALF OF AN ORGANIZATION OR ENTITY (“ORGANIZATION”), THEN YOU ARE AGREEING TO THIS ADDENDUM ON BEHALF OF THAT ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE ORGANIZATION TO THESE TERMS. IN THAT CASE, “YOU” AND “YOUR” REFERS TO YOU AND THE ORGANIZATION.

1. PRICING
You represent and warrant that the prices quoted to Truck IT by you and charged by you in connection with each Job are complete and in accordance with all applicable laws and regulations of all governmental agencies. You also represent and warrant that the prices quoted for any Job is not less favorable than those currently extended to any other customer or contractor for the same or similar equipment in similar quantities. You warrant that, except for the prices quoted by you to Truck IT for each Job, no additional charges of any type shall be payable to you for a Job without Truck IT’s express written consent in each instance.

2. WARRANTIES

By providing Services as a Hauler, you represent, warrant, and agree that:

• Any driver operating on your behalf on a Job possess a valid driver’s license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to perform the Job.

• You own, or have the legal right to operate, the Equipment you use when performing the Job, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.

• All Equipment provided under this Addendum in connection with a Job will be operable, safe, free from defects in material or workmanship, and suitable for the use intended, whether express or implied.

• You and your Authorized Users will not engage in reckless or unsafe behavior while driving or operating Equipment, perform any services as while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Truck IT community or third parties.

• You will not attempt to circumvent or defraud Truck IT in connection with your performance of the Job or acceptance of payment. If we suspect that you have engaged in fraudulent activity we may withhold applicable payments for the Job in question.

• You agree that we may obtain information about you and your Authorized Users, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Addendum.

• You have a valid policy of liability insurance (in coverage amounts consistent with Truck IT’s policies and all applicable legal requirements) that names or schedules you for the operation of the Equipment you use to perform the Job.

• You will pay all applicable federal, state and local taxes based on your provision of services and any payments received by you.

3. PERFORMANCE
Time is of the essence in Hauler’s performance of Jobs and its other obligations under this Addendum. Deliveries of Equipment and rendering of services ordered in connection with a Job are to be made both in quantities and at the times specified by Truck IT. Truck IT shall have the right without liability in addition to its other rights and remedies (a) to cancel any order from Hauler if delivery of Equipment is not made in accordance with such schedules for quantities or times; and/or (b) to procure substitute Equipment or services elsewhere and charge Hauler with any loss incurred or offset any such loss against amounts otherwise due Hauler under this Addendum.

4. CHANGES; CANCELLATION OF JOBS
No change in the terms of any Job shall be binding upon Truck IT unless reduced to writing and signed by Truck IT’s authorized agent. Truck IT shall have the right at any time to make changes in the time and place of delivery as to any Equipment in connection with any Job, including but not limited to cancelling any Job up to the scheduled time of delivery.

5. PAYMENT
For each Job you accept, you will be paid the price displayed to you via the Services at the time of the Job request by the Contractor (the “Hauler Fee”). If applicable, in addition to the Hauler Fee, Truck IT will pay to you any tolls, taxes, or surcharges we collect from Contractor for remittance to you (the “Additional Fees”). As a condition precedent to your right to receive payment under this Addendum, you hereby assign to Truck IT and its affiliates all rights to assert and file a materialman’s or mechanic’s lien against the Contractor or its property in connection with the applicable Job, and agree to reasonably cooperate with Truck IT to execute and deliver all waivers, assignments, and other instruments required by Truck IT to enforce such liens and assignment. You warrant and covenant that any driver or Authorized User representing Hauler has the authority to execute and deliver such assignment as well as any statutory lien or bond waivers as may be required by Truck IT or the Contractor. You appoint Truck IT and its affiliates as your limited collection agency for Hauler Fees and Additional Fees owed to you. You also acknowledge that payment collected from a Contractor and remitted by Truck IT to you, will be considered as if such amounts were paid directly by the Contractor to you. You acknowledge you are not entitled to any additional amounts, including any Contractor Charges, beyond the Hauler Fee and Additional Fees.

6. ADJUSTMENTS AND SETTLEMENT
Truck IT reserves the right to adjust or withhold all or a portion of payment owed to you for a Job if (i) Truck IT believes that you have attempted to circumvent, defraud, or abuse the Contractor, Truck IT, or Truck IT’s payment systems, or (ii) in order to resolve a Contractor complaint, (iii) you have agreed to an adjustment or settlement with Truck IT, or (iv) as required by law. You acknowledge and agree that all payments owed to you shall not include any interest and will be net of any amounts that we are required to withhold by law.

7. TRUCK IT SERVICE FEE
You acknowledge that Truck IT will charge the Contractor (i) a price calculated and determined by Truck IT on your behalf at the time of the Job Request, or (ii) a price quoted to the Contractor or posted by the Contractor in advance and fixed at the time of the Job request (the “Contractor Charge”). The difference between the Contractor Charge and the Hauler Fee is Truck IT’s fee for providing the Services (the “Service Fee”). Regardless of Truck IT’s determination of the Contractor Charge, your payment is determined in accordance with Section 5 above. Truck IT reserves the right to change its Service Fee at any time based on market conditions and characteristic of posted Jobs.

8. INSPECTION
All Equipment used by Hauler in fulfilling its obligations in connection with any Job are subject to Truck IT's inspection at the Contractor’s site if deemed necessary or required by applicable laws, rules and regulations, in each case, in Truck IT’s sole discretion. Notwithstanding the foregoing, Truck IT shall have no obligation to perform any such inspection. If any Equipment is found at any time to be defective or non-functional, or otherwise not in conformity with the requirements of this Addendum, Truck IT, in addition to any other rights which it may have under this Addendum or otherwise, shall have the right to cause any such Equipment to be removed from the site at Hauler’s expense, as well as being entitled to payment of damages to the extent incurred in such inspection or replacement of such Equipment. Nothing contained in this paragraph shall relieve in any way the Hauler from the obligation of testing, inspection and quality control.

9. INDEMNIFICATION
In addition to your indemnification obligations under the Agreement, you agree to defend, indemnify and hold harmless from and against all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees, resulting from your breach of any provision of this Addendum, or arising out of or resulting in any way from the operation of any Equipment provided in connection with a Job, or from any act or omission of Hauler, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Hauler under this Addendum.

10. INSURANCE
Hauler shall maintain at all times as applicable, workmen's compensation insurance with applicable statutory limits for all drivers who are employees of Hauler, employers liability insurance for not less than $500,000, and comprehensive public and commercial general liability insurance including "XCU", products-completed operations, automobile (covering all owned, non-owned and hired vehicles), contractual, bodily injury and property damage liability coverages with limits not less than $1,000,000 per occurrence of loss or damage and $2,000,000 combined single limit annual aggregate. Hauler shall furnish an insurance carrier certificate and/or state issued certificate evidencing the above coverages upon written request by Truck IT. Insurance carrier certificates must be endorsed to provide that Truck IT shall be notified thirty (30) days prior to any substantial modification or termination of the subject policy.

11. FORCE MAJEURE
Truck IT may order Hauler to delay or cancel delivery of any Equipment to a Contractor’s site under circumstances occasioned by causes beyond its control, and Truck IT will not be liable for any such delay or cancelation.

12. TERMINATION FOR CONVENIENCE
Truck IT reserves the right to terminate any Job for its sole convenience. In the event of such termination, Hauler shall immediately take any steps necessary to cause its drivers and Equipment to refrain from being delivered or appearing on the site of Truck IT’s Contractor to which such Job relates. Hauler shall not under any circumstances, to lost profits or other consequential damages.

13. TERMINATION FOR CAUSE
Truck IT may also terminate any Job for cause in the event of any default by the Hauler in connection with a Job or if the Hauler fails to comply with this Addendum. Without limiting the generality of the foregoing, late deliveries, deliveries of Equipment which is defective or which does not conform to a Contractor’s requirements, and failure to provide Truck IT, upon request, with reasonable assurances of future performance shall all be causes allowing Truck IT to terminate a Job and/or this Addendum for cause. In the event of termination for cause, Truck IT shall not be liable to Hauler for any amount, and Hauler shall be liable to Truck IT for any and all damages sustained by reason of the default which gave rise to the termination. In the event any termination by Truck IT is determined not to have been for cause, then any such termination shall be deemed to have been a termination for convenience.

14. TERMINATION FOR INSOLVENCY
Truck IT reserves the right to terminate this Addendum if (a) the Hauler becomes insolvent; (b) the Hauler files a voluntary petition in bankruptcy, or an involuntary petition is filed to have Hauler declared bankrupt and is not vacated within thirty (30) days from the date of filing; (c) a receiver or trustee for Hauler is appointed and such appointment is not vacated within thirty (30) days of the date thereof; or (d) Hauler executes an assignment for the benefit of creditors.

15. COMPLIANCE WITH LAW
In furnishing Equipment and otherwise providing services under this Addendum, Hauler agrees to comply with the provisions of all applicable federal, state and local laws, rules, regulations, ordinances and orders.

16. SETOFF
All claims for money due or to become due from Truck IT to Hauler shall be subject to deduction or setoff by Truck IT by reason of any counterclaim arising out of any Job or other transaction with Hauler.

17. PROMPT PAY ACT NOT APPLICABLE
The Georgia Prompt Pay Act (O.C.G.A. § 13-11-1 et seq.) and any other applicable statute requiring prompt payment shall not apply in any respect to this Addendum.

18. LIMITATION OF TRUCK IT’S LIABILITY
IN NO EVENT SHALL TRUCK IT BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TRUCK IT’S LIABILITY WITH RESPECT TO ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ADDENDUM OR FROM ANY JOB OR OTHER TRANSACTION ENTERED INTO PURSUANT THERETO SHALL IN NO CASE EXCEED THE PRICE ASSOCIATED WITH THE DELIVERY AND USE OF THE EQUIPMENT WITH RESPECT TO THE JOB OR OTHER TRANSACTION WHICH GIVES RISE TO THE CLAIM. TRUCK IT SHALL NOT BE LIABLE FOR FINES OR PENALTIES OF ANY DESCRIPTION.

19. STATUTE OF LIMITATIONS
Any action resulting from or related to any alleged breach by Truck IT of the terms of this Addendum must be commenced within one (1) year after the cause of action has accrued.

20. RELATIONSHIP BETWEEN THE PARTIES
Hauler understands and agrees that the parties hereto are independent contractors and that no partnership, joint venture, employment, or other relationship exists between Truck IT and Hauler that might create any responsibilities or liabilities on the part of Truck IT apart from those specifically set forth in this Addendum.