CONTRACTOR ADDENDUM

This Truck IT Contractor Addendum (this “Addendum”) is an addendum to, and incorporates the terms and conditions of, the Truck IT Terms of Service (“Agreement”), 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 Truck IT’s Contractors, on the other hand, seeking the use of trucks and other equipment (“Equipment”) to be provided by Haulers, 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 the Contractor (which may also be referred to in this Addendum as “you” or “your”).

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.

This Addendum replaces and supersedes any prior Truck IT Contractor Addendum that you have previously agreed to.

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 AS AN AUTHORIZED USER 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. OUR RELATIONSHIP
You understand and agree that Truck IT is not a subcontractor to you with respect to any Job merely by reason of providing the Services. As a provider of the Services, Truck IT is acting in the capacity of a facilitator only and bears no responsibility for the Equipment, Haulers, or any aspect of the services provided by a Hauler in connection with a Job. Any Hauler engaged through the Services will operate strictly as an independent contractor and is not under the control or management of Truck IT.

2. LIEN RIGHTS AND WAIVERS
You agree to accept only applicable statutory lien and bond waivers in exchange for payment. You understand that Truck IT will receive an assignment of lien rights from any Hauler engaged to perform a Job, and that if payment is not made, Truck IT will have the right to pursue lien rights as an assignee.

3. PAYMENT
If Truck IT has performed its obligations under this Addendum, but you do not receive payment from your upstream party for some reason unrelated to Truck IT (such as a problem or dispute with other contractors), Truck IT shall nevertheless be entitled to payment. You understand that use of the Services may result in charges to you for the services or goods you receive (“Charges”). Charges include applicable fees, surcharges, and taxes. You are responsible for all Charges incurred under your Truck IT account regardless of your awareness of such Charges or the amounts thereof. Truck IT will invoice you for all Charges and deliver the invoice to you by the email listed on your Truck IT account or through the functionality of the Services. You agree to provide Truck IT with full and complete payment on all Charges on or before the invoice due date. Unless otherwise agreed in writing with Truck IT, the invoice due date will be as specified through the functionality of the Services. If Truck IT is not paid, you agree to pay interest at the rate of 1% per month plus costs of collection, including attorney’s fees. Truck IT shall not be required to continue to provide the Services if it has not been paid in accordance with this Addendum.

If you have established a payment method through your account, all Charges and payments will be enabled by Truck IT using the preferred payment method designated by you. If your primary account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Truck IT may use a secondary payment method in your account, if available, or send you an electronic invoice. Charges paid by you are final and non-refundable, unless otherwise determined by Truck IT. If Truck IT has performed its obligations under this Addendum, but you do not receive payment from your upstream party for some reason unrelated to Truck IT (such as a problem or dispute with other contractors), Truck IT shall nevertheless be entitled to payment. You may elect to cancel your request for a Job or other services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee.

Contractors are liable for Charges arising out of all sales made using some or all of the Services, even if sales terms are finalized or payment is made outside of the Services (e.g., if a Job is posted through the Services, and a Contractor and Hauler agree to terms and payment for that Job outside of the Services).

4. RESERVE
At any time and from time to time, we may temporarily suspend or delay payments to you and/or designate an amount of funds that you must maintain in your Truck IT account or in a separate reserve account (a “Reserve”) to secure the performance of your payment obligations under this Addendum. We may require a Reserve for any reason, including if you have a high rate of chargebacks, refunds, or other indications of performance problems related to your use of the Services. We may increase, reduce or remove the Reserve at any time, in our sole discretion. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your Truck IT account, including but not limited to any funds (a) deposited by you, (b) due to you under this Addendum, or (c) available in your bank account, or other payment instrument registered with us. You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorize us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Addendum, including without limitation for any reversals of deposits or transfers made to your Truck IT account. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve.

5. INDEMNIFICATION
In addition to your indemnification obligations under the Agreement, you agree to defend, indemnify and hold the Truck IT Parties harmless from and against all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees, arising out of or resulting in any way from (a) your and your Authorized Users’ breach of any provision of this Addendum; (b) the operation of any Equipment provided in connection with a Job; (c) the cancellation of any Job by or on behalf of Contractor; or (d) any act or omission of Contractor, its agents, employees or subcontractors.

6. INSURANCE
We have taken steps to obtain assurances from Haulers that they have adequate insurance in place with respect to their Equipment and drivers. We cannot, however, provide any assurances that such insurance is actually in force or will be maintained throughout the period in which any Haulers offer their Equipment and services for use by You. You understand that any request for proof of insurance or other requirements related to the Hauler’s compliance with applicable regulations is entirely your responsibility, and we disclaim any liability in connection with such matters.

7. FORCE MAJEURE
In providing the Services or otherwise in connection with this Addendum, Truck IT will not be liable for any circumstance beyond its control.

8. TERM; TERMINATION
This Addendum shall be effective upon the date you access the Services and shall continue indefinitely thereafter unless otherwise terminated. Truck IT may terminate this Addendum at any time upon notice to you if you fail to pay any required fees and charges, or if Truck IT implements a new agreement that replaces this Addendum. If Truck IT, in its sole judgment, believes that the Services are being used for a purpose not approved by Truck IT, it may immediately terminate this Addendum. Upon termination of this Addendum for any reason, Truck IT shall be authorized to immediately prevent you from having any further access to the Services.

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

10. COMPLIANCE WITH LAW
In connection with this Addendum, Contractor and Authorized Users agree to comply with the provisions of all applicable federal, state and local laws, rules, regulations, ordinances and orders.

11. 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.

12. 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.

13. RELATIONSHIP BETWEEN THE PARTIES
Contractor 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 Contractor that might create any responsibilities or liabilities on the part of Truck IT apart from those specifically set forth in this Addendum.