

Resolution 2026-R-140-A

A Resolution amending Resolution 2026-R-140 authorizing the purchase of a monthly subscription from The Heil Co. d/b/a 3rd Eye for the monitoring of camera equipment on 6 Public Works Trucks

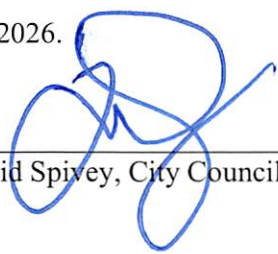
WHEREAS, the City Council of the City of Irondale approved Resolution 2026-R-140 on July 7, 2026;

WHEREAS, Resolution 2026-R-140 needs certain amendments, namely the clarification of the name of the entity the purchase will be made from; and

WHEREAS, the Council desires to add the agreement as an exhibit to the resolution.

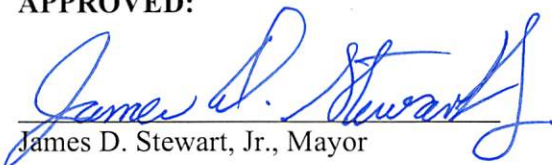
THEREFORE BE IT RESOLVED, by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Resolution 2026-R-140 authorizing Mayor James D. Stewart, Jr., or his designee, to purchase a monthly monitoring subscription for the camera equipment on 6 Public Works trucks from The Heil Co. d/b/a 3rd Eye in an amount not to exceed Three Hundred Fifty-Seven and 00/100 Dollars (\$357.00) per month is hereby amended. Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a service agreement (in substantially the form attached hereto as Exhibit A) and any other documents necessary to effectuate said purchase.

ADOPTED AND APPROVED: This 21st day of July, 2026.



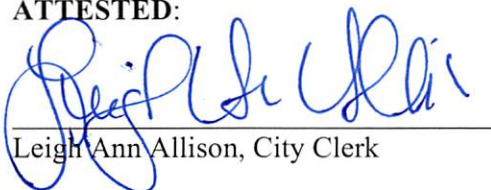
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

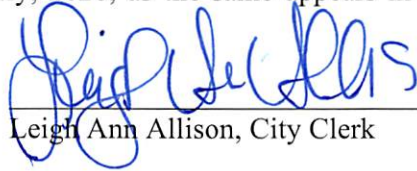
ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 21st day of July, 2026, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

Exhibit A

Service Agreement



Software as a Service Agreement

This Software as a Service Agreement (this "Agreement"), effective as of _____ (the "Effective Date"), is by and between **The Heil Co. d/b/a 3rd Eye**, a Delaware corporation with offices located at 201 W. Main Street, Suite 300, Chattanooga, Tennessee 37408 ("Provider"), and _____, a _____ with offices located at _____ ("Customer"). Provider and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS Provider provides access to the Services to its customers; and

WHEREAS Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) "Aggregated Statistics" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- (b) "Authorized Asset" means each piece of Customer's standalone equipment (including trucks, compactors, and balers) for which Customer has purchased access to the Services hereunder.
- (c) "Authorized Users" means all Persons authorized by Customer or any of its Affiliates to access and use the Services through Customer's account under this Agreement, each of which shall be identified by Customer's written notice to Provider.
- (d) "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- (e) "Documentation" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.
- (f) "Provider IP" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services but does not include Customer Data.
- (g) "Services" means the software-as-a-service offerings described in Exhibit A.
- (h) "Subscription Services" means each Service with a correlating recurring monthly fee from Exhibit A that Customer selects for use on an Authorized Asset.

- (i) “Third-Party Products” means any third-party products described in Exhibit A provided with or incorporated into the Services.

2. Access and Use.

- (a) Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other/the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Subscription Services during the Term, solely for use on each Authorized Asset in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Subscription Services. Customer may add a Subscription Service on an Authorized Asset through request and upon acceptance by Provider.
- (b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.
- (c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- (e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer’s or any Authorized User’s use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider’s provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has

suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

- (f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities.

- (a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.
- (b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions referred to in Exhibit A. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4. Service Levels and Support

- (a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Exhibit B.
- (b) Support. The access rights granted hereunder entitle Customer to the support services described from time to time on Provider's website during the Term of this Agreement.

5. Fees and Payment.

- (a) Fees. Customer shall pay Provider the fees (“Fees”) as set forth in Exhibit A without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in Exhibit A. If Customer fails to make any payment when due, without limiting Provider’s other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Provider may suspend Customer’s and its Authorized Users’ access to any portion or all of the Services until such amounts are paid in full.
- (b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider’s income.
- (c) Fee Increases. Provider may increase Fees for any contract year, including any contract year of any Renewal Term, by providing written notice to Customer at least 60 calendar days prior to the commencement of that contract year/such Renewal Term, and **Exhibit A** will be deemed amended accordingly.
- (d) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of one year after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer’s records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with **Section 5(a)**. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of one year after the termination or expiration of this Agreement.

6. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party confidential information about its business affairs, products, intellectual property, trade secrets, third-party information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may

disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order. On the expiration or termination of the Agreement, the receiving Party shall, upon request, promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement notwithstanding any return or destruction of the Confidential Information.

7. Intellectual Property Ownership.

- (a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.
- (b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

8. Limited Warranty and Warranty Disclaimer.

- (a) Provider warrants that the Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit B. The remedies set forth in Exhibit B are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a). **THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.**
- (b) **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO CLAIM THAT THE SOFTWARE WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS IN THE SOFTWARE CAN BE CORRECTED, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE**

ACHIEVED BY UTILIZING THE PRODUCTS OR THIRD-PARTY HARDWARE PROVIDED BY PROVIDER, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE PRODUCTS OR THIRD-PARTY HARDWARE PROVIDED BY PROVIDER.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against claims (“Losses”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party’s US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit Provider, at Provider’s sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider; (D) Customer Data; or (E) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider’s option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party’s intellectual property rights and any Third-Party Claims based on Customer’s or any Authorized User’s (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. **THIS SECTION 9 SETS FORTH CUSTOMER’S SOLE REMEDIES AND PROVIDER’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

10. Limitations of Liability.

IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT.

11. Term and Termination.

- (a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until sixty months from such date (the "Initial Term"). This Agreement will automatically renew for thirty-six-month terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").
- (b) Termination. In addition to any other express termination right set forth in this Agreement:
 - (i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;
 - (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian,

or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- (c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.
- (d) Individual Subscription Termination. Notwithstanding anything to the contrary, Customer may add or remove individual Services Subscriptions subject to the following: should Customer's Services Subscription decrease by more than 15% (the "Cancellation Threshold"), Customer shall pay 50% of the remaining fees for the cancelled subscriptions over the Cancellation Threshold for the remaining Term. The Cancellation Threshold is to be calculated based on the number of subscriptions. For example, if Customer has one hundred subscriptions and cancels twenty-five subscriptions, it shall pay 50% of fees for the remainder of the Term for the ten subscriptions below the cancellation threshold. If the cancelled subscriptions are of different fee amounts, the highest fee amounts shall be used for calculating cancellation fees.
- (e) Survival. The terms of this Agreement that either explicitly or implicitly are intended to survive, including but not limited to Sections 6, 7, 9, 10, and 11 shall survive termination or expiration of this Agreement, in whole or part, for any reason whatsoever

12. Miscellaneous.

- (a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
- (b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

- (c) Force Majeure. In no event shall either Party be liable to Customer the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- (d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee in each case located in the Hamilton County and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- (g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provide. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- (h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary

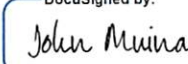
export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

- (i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- (j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider:
The Heil Co. dba 3rd Eye

Customer:

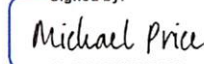
DocuSigned by:

0E21F5FAC92A45C...

Signature

Name Corporate Controller

Title 08/14/2026

Date

Signed by:

234D239EDD00439...

Signature Michael Price

Name Public Works Director

Title 08/17/2026

Date

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

A. TECHNOLOGY AND SERVICES MENU

	<u>SERVICE/DESCRIPTION</u>	Recurring Monthly Fee	Fee Charged upon Use or Demand
	<u>Safety & Driver Education/Development</u>		
☐	Driver Education and Coaching - Provides coaching and documentation for safety events captured by 3rd Eye equipment (including Video on Demand).	\$59.50	
☐	Live Streaming - Offers real-time camera monitoring through the 3rd Eye portal	\$15.00	
	“ Baseline Data ” and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles (“ Supplemental Data ”), which will include service processing costs. Customer shall be responsible for maintenance of equipment and viewpoint aiming to ensure reliable functionality.		\$15.00
	<u>Service Verification</u>		
☐	Positive Service Verification (PSV) - Captures and processes service verification events for customer review (including Video on Demand). This Service item is to be selected with any features below.	\$35.00	
	“ Baseline Data ” and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles (“ Supplemental Data ”), which will include service processing costs. Customer shall be responsible for maintenance of equipment and viewpoints aiming to ensure reliable functionality.		\$15.00
☐	Integrated Services - Tablet-to-Gateway and/or Customer-to-Event Association	\$10.00	
☐	Commercial Overload Review – Reviews up to 2,500 overload events monthly (per vehicle), with additional packets available.	\$40.00	

	Additional reviews in packets of 100 reviews, cumulative across all vehicles		\$2.50
☐	Residential Overload Review – Reviews up to 17,500 overload events monthly (per vehicle), with additional packets available.	\$60.00	
	Additional reviews in packets of 500 reviews, cumulative across all vehicles		\$2.50
☐	Commercial Bulk Review – Reviews up to 2,500 bulk events monthly (per vehicle), with additional packets available.	\$40.00	
	Additional reviews in packets of 100 reviews, cumulative across all vehicles		\$2.50
☐	Residential Bulk Review – Reviews up to 17,500 bulk events monthly (per vehicle), with additional packets available.	\$60.00	
	Additional reviews in packets of 500 reviews, cumulative across all vehicles		\$2.50
☐	Commercial Container Quality Review – Reviews up to 2,500 container quality events monthly (per vehicle), with additional packets available.	\$40.00	
	Additional reviews in packets of 100 reviews, cumulative across all vehicles		\$2.50
☐	Residential Container Quality Review – Reviews up to 17,500 container quality events monthly (per vehicle), with additional packets available.	\$60.00	
	Additional reviews in packets of 500 reviews, cumulative across all vehicles		\$2.50
	Contamination Detection (requires PSV)		
☐	Commercial Contamination Review – Reviews 2,500 contamination events monthly.	\$75.00	
	Additional reviews in packets of 100 reviews, cumulative across all vehicles		\$3.00
☐	Residential Contamination Review – Reviews 15,000 contamination events monthly.	\$150.00	
	Additional reviews in packets of 500 reviews, cumulative across all vehicles		\$5.00
	Contamination Monitoring – Multiple criterion		
	One criterion is included in the Contamination Review price. Each additional criterion will be charged a flat fee per criteria applied to all vehicles utilizing Contamination Monitoring		\$5.00
	“ Baseline Data ” and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles (“ Supplemental ”		\$15.00

	Data”), which will include service processing costs. Customer shall be responsible for maintenance of equipment and viewpoints aiming to ensure reliable functionality.		
	<u>Vehicle Health & Maintenance</u>		
☐	Predictive Chassis Maintenance - Captures and reports fault codes from chassis using J1939 data.	\$30.00	
☐	Predictive Body Maintenance - Captures proprietary Heil body fault codes from body using J1939 data.	\$20.00	
☐	Integration of Automated Work-Orders - Supports ERP integration for automated maintenance workflows.	\$10.00	
	<u>Vehicle/Asset Tracking and Compliance</u>		
☐	Vehicle/Asset Tracking (as a stand-alone) – Tracking vehicle/asset without any of the other modules	\$30.00	
	“Baseline Data” and service processing requirements for 1GB of data transmittal are included in the monthly fee. Exceeding Baseline Data allowance will be billed in 1GB packets cumulative across all vehicles (“Supplemental Data”), which will include service processing costs. Customer shall be responsible for maintenance of equipment and viewpoint aiming to ensure reliable functionality.		\$15.00
☐	International Federal Taxation Agreement (IFTA) - Captures IFTA data for tax reporting via the portal.	\$10.00	
☐	Excise Fuel Tax Recovery - Captures excise fuel tax data for federal tax recovery.	\$20.00	
	<u>Connected Baler</u>		
☐	Asset Management - Tracks baler transactions and makes data accessible via the portal.	\$40.00	
☐	Weight Monitoring - Captures and links bale weight data to transactions.	\$40.00	
	<u>Connected Compactor</u>		
☐	Asset Management - Tracks compactor transactions and makes data accessible via the portal.	\$40.00	
☐	Fullness Detection - Monitors compactor fullness and reports via the portal.	\$40.00	
	<u>General Data Services</u>		
	Standard Data Storage - Retains customer data for 180 days.	Incl.	
☐	Long Term Storage - Offers extended data storage in 6-month increments.	\$3.00	

	<u>RAW Data Access</u>		
☐	Database Tool Set - Provides access to customer data via a database toolset.	\$20.00	
	Video Research Requests - Supports manual video data requests billed per request and per MB.		\$250.00 \$0.50
	<u>Customized Product Development</u>		
	Reporting - Custom reporting development at an hourly rate.		\$150.00
	Customized Software Development - Custom software engineering with licensing for use (at an hourly rate).		\$300.00
	<u>Implementation and Training</u>		
	On-Site Training - In-person training for customer staff at a daily rate.		\$1200
	Travel to and from Customer location will be charged at an hourly rate.		\$95.00
	Web-based Training - Online training sessions billed hourly.		\$150.00
	Implementation Support - Technical support for solution implementation, billed hourly.		\$200.00
	API Support - Technical support for API integration, billed hourly.		\$250.00
	<u>Litigation Assistance</u>		
	Affidavits or Declarations – Preparation of legal documents upon request, charged on a per document rate.		\$500.00
	Freedom of Information Requests (FOIA) – or similar state-level transparency laws – Handling of FOIA and similar requests., charged at an hourly rate.		\$200.00
	Responses to legal Requests for Production - Management of legal document production, charged at an hourly rate.		\$400.00
	Preparation for testimony (depositions or court testimony) – Preparation for depositions or court testimony, charged at an hourly rate.		\$500.00
	Deposition and Court Testimony - Providing expert testimony services, charged at an hourly rate, billed from arrival to departure time.		\$600.00

B. THIRD PARTY PRODUCTS

CUSTOMER expressly agrees to the applicable wireless carrier's flow through terms as set forth on the applicable website for:

AT&T, available as of the effective date at:

<https://www.att.com/legal/terms.iframes.wirelessCustomerAgreement.html>

T-Mobile, available as of the effective date at:

<https://www.t-mobile.com/responsibility/legal/terms-and-conditions>

EXHIBIT B

SERVICE LEVELS

1. Availability. Provider shall make the Subscription Services Available, as measured over the course of each calendar month during the term and any additional periods during which Provider does or is required to perform any Subscription Services (each such calendar month, a “Service Period”), at least 95% of the time, excluding only the time the Subscription Services are not Available solely as a result of one or more exceptions (the “Availability Requirement”). “Available” means the subscription services are available and operable for access and use by customer and its authorized users over the internet in material conformity with the Specifications. “Availability” has a correlative meaning. The Subscription Services are not considered available in the event of a material performance degradation or inoperability of the Subscription Services.
2. Exceptions. No period of Subscription Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“Exceptions”):
 - a. Customer’s or any of its Authorized Users’ misuse of the Subscription Services;
 - b. failures of Customer’s or its Authorized Users’ internet connectivity;
 - c. internet or other network traffic problems not caused by Provider;
 - d. use of services, hardware, or software not provided by Provider or a Provider subcontractor, or any modification of Provider-supplied hardware or software that is not performed by Provider or a Provider subcontractor;
 - e. factors outside Provider’s reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to Provider, including at Customer’s site or between Customer’s site and Provider); or
 - f. Scheduled Downtime as set forth in Section 3 to Exhibit B.
3. Scheduled Downtime. Provider will provide notice to Customer in advance of all scheduled outages of the Subscription Services in whole or in part (“Scheduled Downtime”).
4. Remedies for Service Availability Failures. If the actual Availability of any Subscription is less than the Availability Requirement for any Service Period, Customer will be entitled, upon written request, to a service availability credit (“Service Level Credit”) to be calculated, with respect to the specific Subscription Service that is implicated, of 15% of the monthly fee for the Subscription that did not meet the Availability Requirement.

Customer shall only be eligible to request Service Level Credits if Customer notifies Provider in writing within thirty (30) days from the end of the month for which Service Level Credits are due. All claims will be verified against Provider’s system records. In the event after such notification Provider determines that Service Level Credits are not due, or that different Service Level Credits are due, Provider shall notify Customer in writing on that finding. Service Level Credits will be applied to the next invoice following Customer’s request and Provider’s confirmation of available credits.

THE SERVICE LEVEL CREDITS SHALL BE THE SOLE REMEDY FOR FAILURES OF THE SERVICES PROVIDED HEREUNDER.