



1388 Sutter Street, Suite 920
San Francisco, CA 94109
(800)488-7274 Toll Free USA
(415) 292-5400 Phone
(415) 292-5410 Fax
www.trashmanage.com

SmartTrash® Compactor Management Service Agreement

SmartTrash® System: American Trash Management ("ATM") agrees to provide its SmartTrash® Compactor Management System ("SmartTrash®") to the customer ("Customer") on one compactor ("Equipment") at the location(s) identified in Exhibit A of this Agreement. Using SmartTrash®, ATM will monitor the compactor, analyze the data generated by its operation, determine the optimal time to empty the compactor and schedule the pickup with the Customer's waste or recycling hauler on a just-in-time basis, thereby:

- Minimizing compactor pickups, thus reducing hauling and environmental costs.
- Eliminating compactor management, thus reducing labor costs.

FEES: In consideration for the services rendered by ATM hereunder, Customer agrees to pay to ATM all fees set forth below for each location listed in Exhibit A.

Service	Cost	Description
Upfront System Setup Fee	\$500	one time per compactor
Equipment Installation Fee (optional at customers discretion)	\$250	one time per compactor
Ongoing Service Fee	To be determined	monthly per compactor

The Customer will be invoiced in advance on a monthly basis. Payment is due upon receipt.

EQUIPMENT: Customer represents and warrants to ATM that it operates the Equipment at the locations identified in Exhibit A and that it has full power and authority to enter into this agreement. The Customer authorizes ATM to install the SMARTTRASH® System on the Equipment for purposes of performing the Trash Management Service described herein.

TERM: This agreement shall be in force and effect for an initial term of twelve (12) months from fifteen (15) days after the SMARTTRASH® System has been installed at the designated location(s). After the initial term, this agreement shall be renewed monthly without further action by the parties. This Agreement may be terminated at the end of any monthly period after the initial term by either of the parties hereto by not less than thirty (30) days prior written notice.

TAXES: There shall be added to any charges under this agreement amounts equal to any sales or use tax or any tax in lieu thereof imposed by any government or governmental agency with respect to the service to be rendered to Customer by ATM or the SMARTTRASH® System to be supplied to Customer.

TITLE TO SMARTTRASH® SYSTEM: Title to the SMARTTRASH® System hardware and software installed on the Equipment to be used in performing the service shall remain with ATM and Customer shall have no right, title, or interest therein. ATM shall have the right to inspect the SMARTTRASH® System wherever the SMARTTRASH® System may be located. Customer shall not remove any SMARTTRASH® System from the location set forth without



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the prior consent of ATM. Although copyrighted, the Software (including Embedded Runtime Programs on the SmartTrash® Hardware) is unpublished and contains proprietary and confidential information of ATM. The SmartTrash® System Customer will agree to maintain the Embedded Runtime Programs in confidence and shall use a reasonable degree of care to protect the confidentiality of the Programs.

The following SmartTrash® Software and Hardware are included in this Agreement: SmartTrash® Monitor and Sensor Hardware, SmartTrash® Embedded Monitor Software and SmartTrash® Client.

LICENSE TO USE SMARTTRASH® SYSTEM. ATM grants the Customer a software & hardware license during the term of this agreement ("License"). This License contains rights and restrictions associated with use of the accompanying SmartTrash® software, data model, hardware and documentation ("SmartTrash® Software & Hardware"). By using the SmartTrash® Software & Hardware the Customer agrees to the terms and conditions of this License. The Customer is granted a right to use this SmartTrash® Software & Hardware and agrees to indemnify, hold harmless, and defend American Trash Management, Inc. (ATM) from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use of the SmartTrash® Software & Hardware.

RESTRICTIONS. SmartTrash® Software & Hardware is confidential copyrighted information of ATM and title to all copies and all associated intellectual property rights is retained by ATM. The Customer shall not decompile, disassemble, decrypt, extract, or otherwise reverse engineer SmartTrash® Software & Hardware. SmartTrash® Software & Hardware may not be leased, assigned, or sub licensed, in whole or in part.

TRADEMARKS & LOGOS. SmartTrash® is a registered servicemark of American Trash Management, Inc. All rights are reserved. SmartTrash® Software & Hardware License does not authorize the Customer to use the SmartTrash® name, servicemark, trademark or logo.

DISCLAIMER OF SOFTWARE WARRANTY. SmartTrash® Software is provided "AS IS," without a warranty of any kind. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

HARDWARE WARRANTY. SmartTrash® Hardware warranty covers only the parts and remains in effect for the term of this agreement. ATM warrants the SmartTrash® hardware will be operational under its intended use and service, however, this warranty does not apply to problems arising due to radio signal reception, misuse, neglect, improper maintenance, vandalism or damage caused by the user's staff, clients, visitors, waste hauler, any other individual, by onsite electrical or other technical problems or by acts of nature such as moisture or condensation. This warranty does not cover the continued function of the wireless radio modem if its wireless radio network is no longer available as a reasonably priced commercial service. Additionally, this warranty is void if the SmartTrash® hardware is modified by any individual or business other than American Trash Management (ATM) or its authorized agents.

WARRANTY PROCEDURES. (1) ATM will contact end user with a problem report or end user will contact ATM to report a problem. (2) Under ATM's direction, the end user's technician will attempt at the end users sole expense to repair the SmartTrash® Hardware problem. (3) If these repairs are unsuccessful, ATM will provide a replacement hardware (parts or a complete unit) to the end user. The end user, at their expense, will be responsible for the installation of this replacement hardware. All the non-working hardware must be returned freight prepaid to ATM to verify it is covered under this warranty. If the parts are covered under this warranty then there will be no charge to the end user. If the replacement hardware is not covered under this warranty, then ATM will bill the end user for the replacement hardware at ATM's then current list price.

LIMITATION OF LIABILITY. ATM SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY THE CUSTOMER OR ANY THIRD PARTY AS A RESULT OF THE USE OF SMARTTRASH® SOFTWARE AND HARDWARE. IN NO EVENT WILL ATM BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS



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OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF ATM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will ATM's liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by the Customer under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

TERMINATION. This Agreement is effective until terminated. Customer may terminate this Agreement at any time by destroying all copies of SmartTrash® Software and returning all Hardware to ATM shipping prepaid. This Agreement will terminate immediately without notice from ATM if the Customer fails to comply with any provision of this Agreement. Upon Termination, the customer must destroy all copies of SmartTrash® Software and return all SmartTrash® Hardware shipping prepaid.

GOVERNING LAW. Any action related to this License will be governed by the California law. No choice of law rules of any other jurisdiction will apply.

SEVERABILITY. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, then such provisions are herewith waived or amended to the extent necessary for the Agreement to be otherwise enforceable in such jurisdiction. However, if in ATM's opinion deletion or amendment of any provisions of the Agreement by operation of this paragraph unreasonably compromises the rights or increase the liabilities of ATM, ATM reserves the right to terminate the License.

INTEGRATION. This Agreement is the entire agreement between the Customer and ATM relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

RISK OF LOSS: Risk of loss, damage, theft or destruction to the SmartTrash® System shall be borne by Customer. No such loss, damage, theft or destruction of the SmartTrash® System shall impair the obligation of Customer under this Agreement, all of which shall continue in full force and effect; and Customer shall pay to ATM the cost to ATM to place the SmartTrash® System so effected in good repair, condition and working order.

ASSIGNMENT: Customer shall not assign this Agreement without the prior written consent of ATM; provided, however, Customer may assign this Agreement without ATM's consent to any person, firm or corporation controlled by or under common control with Customer or to which Customer may sell all or substantially all of its assets. In the event of such assignment, Customer shall remain liable for the performance by said assignee of Customers hereunder. For the purpose of providing funds for financing this purchase of the SmartTrash® System or for other purposes, ATM may assign, sell or encumber this Agreement, in its entirety and in the event of any such assignment of payments hereunder, Customer shall, upon written notice thereof, pay directly to any such assignee all service fees and other sums as may become due under this agreement.

DEFAULT: Upon the delinquency in the payment of any fees due herein or sixty (60) days or upon breach of any other condition or term hereof, ATM shall have the right, without notice or demand, to terminate this Agreement and take possession of the SmartTrash® System. Upon such termination, Customer shall remain liable for any arrears of Initial Setup Charges and Monthly Services Fees and the balance of the Monthly Service Fees provided for during the term of this Agreement. Customer shall pay all expenses and costs incurred by ATM enforcing its rights to repossess, including reasonable attorney fees.

MISCELLANEOUS: Customer represents that the Equipment is used for business purposes and under no circumstances shall this Agreement be deemed or construed as a consumer contract.



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The undersigned unconditionally accepts all the terms and conditions of this contract.

Agreed to and accepted by:

Customer Name:	
Street Address:	
City, State, Zip:	
Authorized Signature:	
Please print name:	
Please print title:	
Date:	

Customer Name:	American Trash Management, Inc.
Authorized Signature:	
Please print name:	
Please print title:	
Date:	



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EXHIBIT A

#	Monitor Serial Number	Location Name & Address	Sub-Location Compactor Designation, Type, Size and Materials
0	example 12345	Location #XYZ, 123 Main Street Anytown, USA 00000 Phone # Contact Manager	North Dock Waste 20 CY Self Contained
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			