

- 6.05 Payment Conditions. CONTRACTOR reserves the right to adjust the fees for Services set forth hereunder on Exhibit A at any time after the first year of the Agreement upon ninety (90) days advance written notice. CONTRACTOR shall have the right to charge a surcharge for fuel or insurance cost increases, as applicable upon ninety (90) days initial advance notice. CONTRACTOR may increase the charges set forth in Exhibit A upon written notice to the County in the event of a change in economic conditions beyond CONTRACTOR'S reasonable control that increases the operating costs incurred by CONTRACTOR.

CONTRACTOR shall have the right to charge a surcharge for fuel, per the CONTRACTOR'S fuel charge matrix, as part of negotiations commenced by the CONTRACTOR in the month of April for implementation in July of the same year. (See Exhibit D., Fuel Surcharge Index.)

CONTRACTOR shall have the right to charge a surcharge for insurance cost as part of negotiations commenced by the CONTRACTOR in the month of April, for implementation in July of the same year.

CONTRACTOR may increase the charges set forth in Exhibit B in the event of a change in economic conditions beyond CONTRACTOR'S reasonable control that increases the operating costs incurred by CONTRACTOR as part of negotiations commenced by the CONTRACTOR in the month of April, for implementation in July of the same year.

- 7.02.01 Termination for Good Cause. Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within said time, the non-breaching party may terminate the contract effect the next business day by giving a written notice of termination.
- 9.04.01 Insurance Requirements. CONTRACTOR shall not be in breach of this contract nor be liable in any capacity for damages, including but not limited to loss of interest, directly and/or proximately flowing from any delay in or failure to make pickups or deliveries on the County's behalf pursuant to the terms of this Agreement due to causes beyond CONTRACTOR'S reasonable control, including strikes, work stoppages, lockouts, epidemics, pestilence, strikes by the County or consignee's employees, work stoppages by the County or consignee's employees, lockouts by the County or consignee, war, rebellion, insurrection, hostilities, legal process, court action, mechanical failure, accidents, fires, acts of God, storms, flood, closed transportation routes or other causes beyond CONTRACTOR'S reasonable control.
- 9.04.02 It is understood and agreed that CONTRACTOR is not a guarantor of any pickup or delivery times that may be established from time to time by custom, practice or agreement. Any such times are mere approximations or estimates, however, CONTRACTOR agrees to use reasonable efforts to accommodate pickup and delivery times requested by the County and agreed to by CONTRACTOR, and pick-

- ups will occur between the hours of 8:00 a.m. and 5 p.m., Monday through Friday.
- 9.04.03 It is understood and agreed that CONTRACTOR shall not be liable in any capacity for loss or harm to the County's property or for damages directly and/or proximately flowing from loss or harm to the County's property while said property is in the possession of CONTRACTOR, nor shall CONTRACTOR'S insurance carrier be required to cover such damages, when same are caused by any of the following:
1. Hostile or warlike action in time of peace or war, including but not limited to, action which hinders, combats or defends against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or by military naval or air forces, or by an agent of any government power, authority or force;
 2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 3. Any accident or catastrophe occurring at a government or private facility employing the use of atomic fission or radioactive energy whether in time of peace or war;
 4. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transport or trade.
- 9.04.04 For each pick up that exceeds the CONTRACTOR'S stated liability limit of \$1M, as verified by the signed custody record, the CONTRACTOR will charge a fee at the rate specified in Exhibit B (Pricing Worksheet).
- 10.01.01 Confidentiality. The parties as part of the performances hereunder, during the Term of this Agreement, will have access to and become acquainted with various trade secrets including, without limitation, processes, programs, systems, software, compilations of information, records, specifications, financial information, marketing plans and customer lists which are owned by a party and which are regularly used in the operation of the business of a party ("Confidential Information") and data belong to clients of CUSTOMER, including non-public consumer information. Neither party shall disclose any of the aforesaid Confidential Information, directly or indirectly, or use them in any way either during the Term of this Agreement or at any time thereafter, except as required in the course of its Services under this Agreement. All Confidential Information shall remain the exclusive property of the disclosing party or its customers and clients and shall not be used or reproduced except in the sole interest of the disclosing party and with its prior consent and shall be immediately returned or destroyed upon request of the disclosing party or at the termination of Services hereunder.
- 15.06.01 Assignment and Subcontracting. This Agreement shall be binding in accordance with its terms upon the parties hereto and their respective transferees, assigns and successors in interest; provided, however, this Agreement may be assigned by CONTRACTOR to any parent, subsidiary, or affiliated corporation which it may

hereafter acquire or with which it may be merged or consolidated, or to any corporation acquiring the business and assets of CONTRACTOR, but this Agreement shall not be otherwise assigned by either party hereto without the prior express written consent of the other party, which consent shall not be unreasonably withheld.

- 15.16.01 Integration. This Agreement shall become effective only when approved and signed by authorized representatives of the parties hereto. This Agreement, including all attachments, schedules and exhibits constitutes the entire agreement and understanding between the parties related to the subject matter hereof, and no representations, inducements, promises or agreements not embodied herein shall be of any force and effect. This Agreement may be altered, amended, or superseded solely by means of a writing signed by the parties hereto. The headings hereof are for convenience only and have no bearing on the interpretation of the terms of the Agreement.