

BINDING MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (“MOU”) is made and entered into as of [REDACTED] day of [REDACTED], 2022 by and between RUBICON GLOBAL, LLC, having a principal place of business at 950 East Paces Ferry Road, Suite 1900, Atlanta, Georgia 30326 (“Rubicon”) and the Metropolitan Government of Nashville & Davidson County having a principal place of business at 1 Public Square, Nashville, TN 37201 (the “City”) (Rubicon and the City are hereinafter referred to as the “Parties”).

SECTION 1 - BACKGROUND

1.01 Rubicon has developed a technology-enabled suite of systems and methods for monitoring waste management services provided by waste hauler vehicles in real-time, enabling users to effectively measure and manage the impact and efficiency of waste removal services.

1.02. The City’s Department of Waste Services includes a fleet of approximately 90 waste and recycling vehicles (“Solid Waste Vehicles”) that service the approximately 142,000 households within the City limits.

1.03 The Parties are interested in conducting a joint 3-month waste data pilot project (the “Pilot Project”), allowing the City to test Rubicon’s technology-enabled suite of products to improve the impact and efficiency of its residential waste and recycling systems.

SECTION 2 - PURPOSE OF THE MOU

2.01 The purpose of this MOU is to: (a) provide the basis for the Parties’ relationship under the Pilot Project; and (b) describe at a high level the key principles and terms which will apply to the Pilot Project.

SECTION 3 - PILOT PROJECT

3.01 Pilot Project: Rubicon and the City agree to participate in the Pilot Project to help the City demonstrate the power of Rubicon’s technology to improve municipal residential waste and recycling systems. Rubicon agrees to donate hardware and software, training, and support as described below.

3.02 Pilot Project Hardware: For use in each of the City’s approximately 10 Solid Waste Vehicles, Rubicon will donate the following hardware devices: (1) a smartphone with service plan, (2) a telematics device, (3) a phone case, (4) a vehicle mount for smartphone, and (5) a vehicle charger and cable for the smartphone. Rubicon will also donate charging stations for charging the smartphones while not in use in a Solid Waste Vehicle.

3.03 Pilot Project Software and Services: Rubicon will donate to the City access to its proprietary app-based software on the donated smartphones to monitor and collect data regarding activity of the Solid Waste Vehicles. Rubicon will also donate to the City access to a customized web portal providing access to real-time and historical information as derived from data collected by the donated smartphones using Rubicon’s proprietary technology and information (“Portal Information”). Additionally, Rubicon will donate to the City training and support services for its proprietary and customized software.

3.04 Duration: Rubicon will donate the Pilot Project hardware, software, and services described in sections 3.01 - 3.03, from the date such technology-enabled suite of systems is

substantially implemented in the Solid Waste Vehicles and notice of completion of such implementation is provided from Rubicon to the City until the third month anniversary of such date (the “Termination Date”). Within 2 weeks of the Termination Date, the City agrees to return all donated hardware and software to Rubicon. The City’s access to Rubicon’s customized web portal shall be discontinued 6 months after the Termination Date. Notwithstanding the foregoing, any terms of this MOU, which by their explicit language or their nature, including, without limitation, the provisions of Section 3.07 and Section 3.09, shall survive Termination of this MOU. Notwithstanding the foregoing, in the event City continues to access, use or otherwise utilize any of the Pilot Project Hardware, the Pilot Project Software and Services after the Termination of this MOU, City’s use thereof shall at all times be subject to the provisions of this MOU, including, without limitation, Sections 3.05 through 3.09, below.

3.05 Liability: Rubicon assumes liability for breakage, theft, or loss of the donated Pilot Project Hardware that is not the result of gross negligence by the City, its agents or employees. Rubicon also agrees to provide reasonable maintenance for the Pilot Project Hardware for the duration of the Pilot Project, and the City agrees to provide Rubicon reasonable access to the Solid Waste Vehicles to provide such maintenance. The Parties will agree on an appropriate mechanism for the Parties to inform one another of any maintenance issues with the Pilot Project Hardware and for Rubicon to have access to the Pilot Project Hardware to provide such maintenance.

3.06 Value: It is estimated that the total value of hardware, software and services donated to the City during the Pilot Project is up to fourteen thousand five hundred and ninety two dollars and zero cents. (\$14,592).

3.07 Intellectual Property:

- (a) Rubicon will retain ownership of all of its intellectual property including all intellectual property embodied in or used by the Pilot Project Hardware and Software and any other intellectual property necessary to conduct the Pilot Project. Rubicon grants the City a non-exclusive license under such intellectual property solely for the conduct of the Pilot Project for the duration of the Pilot Project. Such non-exclusive license will terminate upon completion of the Pilot Project.
- (b) Any intellectual property, including, but not limited to, any inventions, patents, copyrights, trade secrets, or know-how, made or acquired as a result of the Pilot Project whether solely by either of the Parties, or jointly by the Parties (“Project Intellectual Property”) will be owned by Rubicon. The City hereby assigns all right, title, and interest in any such Project Intellectual Property to Rubicon.
- (c) Rubicon will retain ownership of any and all data in its possession prior to commencement of the Pilot Project, or that Rubicon otherwise generates or collects after commencement of the Pilot Project, but that is unrelated to the Pilot Project (“Rubicon’s Pre-Existing Data”). The City will not be given access or any license to Rubicon’s Pre-Existing Data.
- (d) The City will retain ownership of data in its possession prior to commencement of the Pilot Project that it provides to Rubicon in conjunction with the Pilot Project, including, but not limited to addresses, routes, vehicle and operator identification, and/or waste services data gathered or prepared by the City (“City’s Pre-Existing Data”). The City hereby grants Rubicon the ability to use the City’s Pre-Existing Data for internal study and analysis of data, incorporation of the data with other data of

Rubicon, and development of products or technology based on the data, but only to the extent that the City's Pre-Existing Data shall be in an anonymized aggregated format.

- (e) Rubicon will own and retain the data generated and collected under the Pilot Project ("Project Data"), excluding any of the City's Pre-Existing Data which is not in an anonymized aggregated format.

3.08 Additional Responsibilities of the City of Nashville:

- (a) The City will provide Rubicon reasonable access to the Waste Service Vehicles and the City's appropriate facilities to install the Pilot Project Hardware. The Parties will agree on an appropriate time and location for such installation.
- (b) The City will make the operators of the City's Waste Disposal Vehicles, managers, supervisors, and dispatchers of the City's Department of Public Works fleet of Solid Waste Vehicles, and any other City employees who will participate in the Pilot Project available for the purpose of training on Pilot Project Hardware and Pilot Project Software set forth in Sections 3.02 and 3.03. The Parties will agree on an appropriate time and location for such training.
- (c) The City will provide Rubicon with City's Pre-Existing Data concerning:
 - (i) the costs associated with providing waste collection and disposal services, including all data collected by the City representing the City's costs to provide curbside collection services in the City's County limits for each of the past 12 months, including labor costs for Solid Waste Vehicle operators, managers, supervisors and helpers/slingers, as well as maintenance and fuel costs associated with Solid Waste Vehicles; and
 - (ii) the amount of waste and recyclable materials it collected through curbside collection services in the City within the past 12 months, including the date and net weight of each load of waste and recyclable materials collected by a City Solid Waste Vehicle.

3.09 Confidentiality: All Project Data generated and collected under the Pilot Project, and Rubicon's Pre-Existing Data will be considered proprietary and confidential. The City agrees not to publish or otherwise make publicly available any Portal Information without the written permission of Rubicon. Notwithstanding the foregoing, where disclosure is dictated pursuant to law, the City will notify Rubicon of such in a timely fashion to allow Rubicon the opportunity to seek injunctive or similar relief to prevent disclosure.

SECTION 4 - FUTURE EXPECTATIONS; PILOT EXTENSION TERM

4.01 The Parties understand and agree that this Memorandum of Understanding, including the Pilot Project described herein, Rubicon's donation of goods and services during the Pilot Project, and the Parties' respective interests in the various forms of Intellectual Property contemplated, does not expressly or by implication obligate the City to purchase any goods or

services from Rubicon or guarantee that the City will purchase any goods or services from Rubicon.

4.02 Pilot Extension Term

- (a) By written confirmation from both Parties, which confirmations may be via e-mail or other electronic format, or consenting to a “click through” agreement and acknowledgement, the Parties may mutually agree, each in their sole discretion, to extend the term of the Pilot Project up to an additional six (6) months beyond the Termination Date (the “Pilot Extension Term”). If the Parties wish to exercise the option for the Pilot Extension Term, the Parties shall provide the required notice and mutual agreement during the initial six (6) months of the Pilot Project in which case the Pilot Extension Term shall continue for three (3) months and during that three months, the Parties may, upon the same notice and mutual agreement requirements, exercise the option to extend the Pilot Extension Term an additional three (3) months (for a full six (6) month Pilot Extension Term).
- (b) During the Pilot Extension Term, the City agrees to pay to Rubicon [\$3,510] per month on the first of each month for the Pilot Project Hardware, the Pilot Project Software and Services.
- (c) During the Pilot Extension Term, except as modified in this Section 4.02 or otherwise in writing by the Parties, all other terms and conditions of this MOU shall remain in effect.

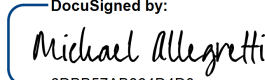
SIGNATURES ON FOLLOWING PAGE

The Parties, by authorized representatives, have executed this Binding Memorandum of Understanding as of the Effective Date.

Metropolitan Government of Nashville & Davidson County

John Cooper
Mayor
Metropolitan Government of Nashville & Davidson County

RUBICON GLOBAL, LLC

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Michael Allegretti
Chief Strategy Officer