

Master Services Agreement

This Master Services Agreement (the "Agreement") is made and entered into by and between Squan Construction Services, LLC d/b/a Squan Solar, with its principal place of business located at 329 Harold Avenue, Englewood, New Jersey 07631 (referred to as "Squan", "we", "us", or "our") and the person or entity who signs the Customer Service Order Agreement (referred to as "Customer", "you", or "your").

1. DEFINITIONS: As used in this Agreement:

1.1 "Affiliate" means any other entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with a party. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or the power to direct or cause the direction of the management and policies of such entity.

1.2 "Damages" means all damages, costs, fees and expenses, including reasonable attorney fees and disbursements.

1.3 "Laws" means all applicable state, federal, local, and municipal laws, statutes, orders, codes, and regulations.

1.4 "Product" means the solar photovoltaic production system inclusive of all materials and equipment provided by us to you at the location listed in the Customer Service Order Agreement executed by both parties.

2. SERVICES: In consideration for your timely payment of the fees as set forth in any executed Customer Service Order Agreement ("Service Order"), we will provide to you the Product and services set forth in the applicable Service Order. You agree that your execution of a Service Order is not contingent or dependent on the delivery or provision of any Product, equipment, and/or service, unless specifically stated in the Service Order.

3. OUR RESPONSIBILITIES: We will use commercially reasonable efforts to meet the estimated delivery and installation dates, if any, set forth in the Service Order. The Product will be installed by us or our designated subcontractor. We will remove from the jobsite all surplus material, waste, and debris resulting from our provision of Product and services.

4. YOUR RESPONSIBILITIES: **4.1** To assist us in providing the Product and any related services as set forth in a Service Order, you shall: (i) provide prompt access to your premises as well as all necessary rights to use the property upon which the work will be performed and Product installed; and (ii) prior to commencement of any work, identify any encumbrances and/or restrictions related to use of your property. If you fail to provide us with access to and/or use of the property, rights-of-way, and/or easements when required, we shall be entitled to receive for extra compensation (based on our standard hourly rate in effect at the time), additional time, and/or other relief appropriate under the circumstances. You represent that the property where the Product is being installed does not contain any asbestos and/or other hazardous material. This Agreement does not contemplate the removal of, testing for, or undertaking any corrective work for asbestos and/or any other hazardous material or any other additional expenses incurred for any corrective work. You agree to prepare the installation environment at your cost according to our commercially reasonable needs and any specifications we provide to you. You are also responsible for obtaining in a timely manner all architectural approvals, zoning approvals,

homeowner association approvals, lease, landlord, and/or contractual approvals, and all other approval(s) as required by applicable Laws for the full and complete installation, use, and performance of the Product and services to be provided by us under this Agreement and any Service Order. You shall also comply with all obligations and responsibilities which are stated in any Service Order signed by both parties. For avoidance of doubt, we are responsible for obtaining all required construction permits and licenses at our expense for the installation of the Product. You shall promptly assist us in responding to requests for information from any permit-issuing authority.

4.2 Prior to signing any Service Order, you must report to us all conditions known to you which may not be apparent to us and which might affect installation and/or operation of the Product and/or provision of any services, increase the cost of installing the Product, and/or delay completion of the job. These concealed conditions include, without limitation, any jobsite hazard, unsuitable soil conditions, prior defective work of any other person or entity, any latent defects, earlier attempts to do similar or related work, and any obligation imposed by any government agency. We are not responsible for: (i) any existing violation of any applicable building or zoning regulation or ordinance, whether cited by the appropriate authority or not; and/or (ii) roof and ground preparation, any abnormal or unusual preexisting conditions, any abnormal or unusual concrete footings, foundations, retaining walls, or piers required, or any unusual depth required for same, including, without limitation, any condition caused by poor soil, lack of compaction, or hillside or other slope conditions. Any correction of such violations or abnormal conditions by us shall be considered additional work and shall be charged as such. Any additional work and the associated cost must be agreed to in writing by both parties. You are responsible for removing and/or protecting any personal property including, without limitation, carpets, drapes, furniture, driveways, lawns, and shrubs, and we will not be held responsible for any damage or loss of said items, unless directly caused by our negligence.

4.3 You must immediately inspect each Product upon installation at your premises and, within five (5) business days after such installation and/or service provision, give written notice to us if you believe that any Product and/or service is defective. Each Product and service is presumed accepted by you unless we receive written notice of rejection from you explaining the basis for rejection within five (5) business days after installation of the Product and/or provision of the service. Upon receipt of any such written notice, we will have a reasonable opportunity to repair or replace any defective Product or service, at our option, in accordance with and subject to the terms and conditions of this Agreement. If you fail to give such written notice within the enumerated five (5) business day period, the installed Product and service provided will be deemed to be sold, installed, and provided in all respects in accordance with this Agreement and you will be deemed to have accepted the Product and service and responsible for paying the remaining balance for the Product and service in accordance with this Agreement and the applicable Service Order. You may reject a Product only if it is defective and not operating in accordance with its intended use. Except for any warranty claim during the Warranty Period (as defined below), all claims are deemed waived unless made in writing and received by us within five (5) business days after installation of the Product.

4.4 Unless stated otherwise in a Service Order signed by both parties, we are not responsible for any missing, stolen, and/or damaged Product once it has been delivered to the location designated in the Service Order and/or installed by us. Notwithstanding the foregoing, you are not

responsible for any damage to a Product which is directly caused by us, our employee, or contractor. Title to any Product passes to you once you pay in full all amounts due under the applicable Service Order. You grant us the right to display on the front of your property a sign listing our company name, address, logo, phone number, and website address for the duration of the project.

5. TERM AND TERMINATION: 5.1 Term: This Agreement commences on the date you execute a Service Order and remains in effect until all services and Products as set forth in the Service Order have been provided, installed, and paid for by you. This Agreement shall also apply to any future Service Order executed by both parties.

5.2 Termination. Either party may terminate this Agreement and/or any Service Order if the other party is in material breach of this Agreement or such Service Order and such breach is not cured within thirty (30) days after the breaching party's receipt of written notice of the breach. Notwithstanding any other provision of this Agreement or any Service Order, we have the right to suspend provision of any Product and/or service, and terminate this Agreement and any Service Order for your material breach, immediately upon written notice, if any amount owed by you and not disputed in good faith within the enumerated payment deadline is delinquent for more than five (5) business days from the Payment Due Date (as defined below). If you terminate this Agreement or any Service Order for our uncured breach in accordance with this Section, you shall be entitled to a pro-rated refund of all pre-paid amounts for any services and Products paid for by you but not provided by us beyond the effective date of termination. If (i) this Agreement and/or any Service Order is terminated by you prior to our completion of the provision of the services and/or Products as set forth in each Service Order then in effect and such termination is not due to our uncured breach, or (ii) we terminate this Agreement and/or any Service Order due to your uncured breach pursuant to this Section, and you have not already paid in advance the applicable fees and charges for all of the Products and services listed in the Service Order then in effect, you shall pay us an early termination charge, which you agree is reasonable and not a penalty, equal to: (i) ten percent (10%) of the total amount paid and payable by you to us (including all applicable taxes) for the Products and services set forth in the Service Order if termination occurs prior to the date when we obtain the applicable permits needed for the installation of the Product; (ii) twenty-five percent (25%) of the total amount paid and payable by you to us (including all applicable taxes) for the Products and services set forth in the Service Order if termination occurs once we obtain the applicable permits needed for the installation of the Product; or (iii) if termination occurs after we start any construction under the Service Order or commence installation of the Product, the total unpaid remaining balance of the entire amount owed under the Service Order which would otherwise be due as if we provided all of the Products and services under the Service Order including all applicable taxes. For avoidance of doubt, you agree and acknowledge that the foregoing early termination charge shall apply even if you terminate the Agreement and/or any Service Order prior to commencement of our provision of any service and/or installation of any Product under any terminated Service Order. The parties agree that the precise damages resulting from an early termination by you or termination by us due to your uncured breach are difficult to ascertain and the early termination charge set forth in this Section is a reasonable estimate of anticipated actual damages and not a penalty. The early termination charge shall be due and payable by you within ten (10) days of the effective date of termination.

5.3 Effect of Termination. Upon termination or expiration of this Agreement or any Service Order for any reason we shall have the right to enter your premises during normal business hours to retrieve any tools, items, equipment, materials, and Products which were being stored by us and/or our subcontractor at your premises.

6. FEES AND EXPENSES: 6.1 Fees. All fees are set forth in each Service Order executed by both parties and shall be paid by you in United States dollars. Unless otherwise agreed to in a Service Order signed by both parties and irrespective of whether or when we send you an invoice: (i) ten percent (10%) of the total amount owed as set forth in the Service Order shall be paid by you within ten (10) business days of the date of your execution of the Service Order; (ii) an additional forty-five percent (45%) of the remaining balance shall be due within ten (10) business day of when we secure all applicable permits needed for the installation of the Product; and (iii) the remaining forty-five percent (45%) balance as set forth in the Service Order shall be paid by you within ten (10) business days of our completion of the installation of the Product at the location designated in the Service Order. Each payment deadline date as described in this Section is referred to as a "Payment Due Date". Unpaid invoices are subject to a late payment charge of 1.5% per month on any outstanding balance or the maximum permitted by law, whichever is lower, plus all reasonable expenses and fees of collection including, without limitation, reasonable attorney's fees. Notwithstanding the cure period set forth in 5.2 above, and in addition to any other rights and remedies (including the termination rights set forth in this Agreement), if you are delinquent in paying any invoice in a timely manner, we have the right to immediately suspend provision of all Products and services without liability to us until such invoice is paid in full, declare your performance to be in breach and terminate any Service Order, repossess any Product for which payment has not been made, and/or provide any Product and/or service on a payment-in-advance basis. Except as otherwise expressly set forth in this Agreement and/or a Service Order and subject to applicable Laws, all fees are non-refundable and all Service Orders are non-cancelable. We may, in our sole discretion at any time, modify or withdraw credit terms including, but not limited to, requiring advance payment, guarantees, or other security. The above remedies are in addition to all other remedies available at law or in equity.

6.2 Additional Fees and Taxes. You further agree to pay a surcharge in addition to the entire amount owed in the applicable Service Order if any of the following arises: (i) you fail to comply with any of your obligations and/or responsibilities as set forth in Section 4.1 above including, without limitation, you fail to obtain any required approval and/or fail to prepare your property according to our commercially reasonable needs and any specifications we provide to you or delay our ability to access the property to provide any Product and/or service as set forth in the Service Order; and/or (ii) after we commence installing the Product or providing any service at the designated site, you subsequently delay or postpone our ability to complete our installation of any Product and/or provide any service. Our fees are exclusive of any Special Service Call as described in Section 8.3 below. You are also required to pay any applicable sales, use, GST, value-added, withholding, or similar taxes, surcharges, or levies, whether domestic or foreign, other than taxes based on our income and property. If you are exempt from paying any applicable taxes, you shall promptly provide written evidence reasonably satisfactory to us of your tax exempt status, and we will not include such taxes in your invoices. If you or anyone authorized by you is on the jobsite while any work is being performed or in progress and cause any delay or disruption of the work or cause damage to any aspect of the work for which we are not responsible, we shall be entitled to extra compensation and/or an extension of time to complete the job.

6.3 Billing Disputes. Any billing dispute must be in writing and submitted within ten (10) business days of the invoice date and include a reasonably detailed statement describing the nature and amount of the disputed charge(s) as well as the reason(s) why a credit or refund is being requested. You shall cooperate fully with us to promptly address and attempt to resolve the disputed charge(s). If you fail to provide

written notice of a billing dispute within the enumerated ten (10) business day deadline, the charges and invoice will be deemed to be correct and binding on you. Irrespective of the foregoing, you shall pay in a timely manner the undisputed portion of any disputed invoice.

7. LIMITATION OF LIABILITY: 7.1 SUBJECT TO APPLICABLE LAWS, WE DO NOT ACCEPT ANY LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY PRODUCT NOT BEING AVAILABLE FOR USE. EXCEPT FOR ANY AMOUNTS OWED TO US BY YOU AS SET FORTH IN THIS AGREEMENT AND ANY SERVICE ORDER, AND ANY DAMAGES ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENT ACTS OR OMISSIONS, NEITHER PARTY, ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND/OR CONTRACTORS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY SERVICE ORDER IN ANY MANNER, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, IN EXCESS OF THE LESSER OF: (1) TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) OR (2) THE TOTAL AMOUNT PAID AND PAYABLE BY YOU TO US (INCLUDING ALL APPLICABLE TAXES) FOR THE PRODUCTS AND SERVICES SET FORTH IN THE SERVICE ORDER RELATING OR APPLICABLE TO THE EVENT OR ACT GIVING RISE TO THE CLAIM FOR DAMAGES AND/OR CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY FOR DIRECT DAMAGES APPLIES ON AN AGGREGATE, NOT PER OCCURRENCE, BASIS.

7.2 EXCEPT AS SET FORTH IN SECTION 7.3 BELOW AND NOTWITHSTANDING ANY OTHER SECTION OR PROVISION OF THIS AGREEMENT OR ANY SERVICE ORDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND HOWEVER CAUSED AND WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, IRRESPECTIVE OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, REVENUE, GOODWILL, ANTICIPATED SAVINGS AND/OR PROFITS, THE COST OF PURCHASING ANY REPLACEMENT AND/OR SUBSTITUTE PRODUCTS AND/OR SERVICES, LOSS OF USE OF OR ACCESS TO ANY PREMISES, OR FOR ANY OTHER COST OR LOSS OF A SIMILAR TYPE.

7.3 THE LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 7.1 AND 7.2 ABOVE SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7.4 Commencement of Actions; Mitigation of Damages. No party may commence any action under this Agreement or any Service Order more than one (1) year after the occurrence of the breach or event giving rise to the claim for damages. The claiming party shall use commercially reasonable efforts to mitigate and avoid any damages.

8. WARRANTIES AND DISCLAIMER: 8.1 Mutual Representation and Warranty. Each party represents and warrants to the other party as follows: (a) it has full authority to enter into this

Agreement and any Service Order and to carry out its obligations hereunder; and (b) it shall comply with all applicable Laws.

8.2 Warranty Period. Except as otherwise stated in this Agreement, we warrant and guarantee labor performed by us for a period of five (5) years from the Product installation completion date ("Warranty Period") and also warrant that the Product will be free from material defect and suitable for its intended purpose at the time of installation. You must promptly notify us in writing during the Warranty Period of any defect in any labor and/or Product. With respect to our obligation regarding any defect in the Product or material after installation completion, your sole and exclusive remedy, and our sole and exclusive obligation, under this warranty is to pass through to you the applicable unexpired manufacturer's warranty relating to the Product or material.

8.3 Service Calls. Subject to Sections 8.2 and 8.4(b), there will be no charge for a service call for us to: (i) repair or replace any defective Product or material installed by us during the first ninety (90) days of the Warranty Period; and/or (ii) during the Warranty Period, re-perform and/or correct any deficient labor performed by us. Any other service call (referred to as a "Special Service Call") will be charged at our then-current site visit and service fee rate then in effect at the time plus the cost of any replacement Product and/or material not covered under a manufacturer's warranty. A Special Service Call includes, without limitation, any repair or replacement of any defective Product or material after the first ninety (90) days of the Warranty Period, relocation or reinstallation of any Product and/or material, any service needed as a result of any damage or adjustment to any Product or material, any service resulting from misuse, abuse, and/or failure to follow operating instructions, any corrective work performed because of any service not performed by us, and any service call where the problem is not due to any defective Product or service provided by us.

8.4 Exclusions. (a) We will not be liable or responsible under this warranty and the warranties set forth in this Section 8 shall not apply if the Product has been exposed or subjected to: (i) any maintenance, alteration, modification, and/or repair by anyone other than us or our designated contractor; (ii) any operation or use that is improper or otherwise not in compliance with the applicable Product instructions; (iii) any accident, foreign object damage, abuse, misuse, neglect, or negligence after installation; (iv) damage caused by failure of any product or service not provided by us; (v) use of any counterfeit or replacement part that is not provided by us; and/or (vi) any force majeure event as described in Section 9 below.

(b) YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT THE MANUFACTURER OF ANY PRODUCT AND ANY CLAIM FOR ANY DEFECTIVE PRODUCT MUST BE MADE BY YOU DIRECTLY AGAINST THE PRODUCT MANUFACTURER.

8.5 Additional Warranties. We further warrant as follows with respect to each Product we sell to and install for you: (i) the title to any Product conveyed under this Agreement or any Service Order will be good and its transfer rightful; (ii) subject to any financing arrangement or third party loan secured by you, the Product will be delivered by us free from any security interest or other lien or encumbrance; and (iii) we will provide the installation services in a professional, workmanlike manner in accordance with generally accepted industry standards.

8.6. Warranty Claim. To make a valid warranty claim, you must call our toll-free number (which is currently 877-546-3636) or promptly submit a written claim to us via email at solarinfo@squan.com.

8.7. Exclusive Warranty Remedy. Subject to applicable Laws, you agree that your sole and exclusive remedy with respect to any defective Product and/or service provided by us during the Warranty Period will

be as follows: we will, at our sole option, either pass through to you the applicable unexpired manufacturer's warranty for the defective Product or refund the actual, net purchase price paid by you for the defective Product and promptly reperform any deficient or defective service provided by us. This Product warranty sets forth the sole and exclusive remedy for you against us with respect to any defective Product and/or service, and is the complete agreement between the parties with respect to such subject matter and any defective Product and/or service. The foregoing Product warranty is only assignable or transferable by you to a subsequent owner of the property where the Product is installed.

8.8 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 8.1, 8.2, AND 8.5 AND EXCEPT TO THE EXTENT TO WHICH A WARRANTY MAY NOT BE DISCLAIMED, EXCLUDED, OR LIMITED BY LAW APPLICABLE TO US IN YOUR JURISDICTION, WE AS WELL AS OUR AFFILIATES AND SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING, WITHOUT LIMITATION, REGARDING PERFORMANCE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE AND OUR SUPPLIERS PROVIDE THE PRODUCT AND ALL SERVICES AS-IS AND WITH ALL FAULTS AND DO NOT WARRANT THAT ANY PRODUCT OR SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE AND ARE NOT RESPONSIBLE FOR ANY MANUFACTURER'S WARRANTY AND/OR HOW ANY MANUFACTURER HANDLES ANY WARRANTY CLAIM. All of our warranties are solely to and for the benefit of you and the owner of the property listed in the Service Order and for no other entity or third party.

9. FORCE MAJEURE: Neither party shall be liable to the other party for any failure or delay in performance (except for failure to meet payment obligations) related to any circumstance or unavoidable cause beyond its control including, without limitation, acts of God, fire, flood, strikes or labor difficulties, inclement weather, transportation or shipping delay, natural disaster, embargoes, accidents, loss or damage of any Product in transit, if reasonably expected to cause injury to people or property, shortages or inability to obtain materials or components, governmental action, and/or electricity power outage, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party and uses reasonable efforts to overcome such circumstances. A force majeure event does not include economic hardship.

10. GOVERNING LAW; ARBITRATION: This Agreement and any claim, controversy, right, obligation, or dispute arising under or related to this Agreement or any Service Order, the relationship of the parties, and the interpretation and enforcement of the rights, performance obligations, and duties of the parties shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles. Each party agrees that any dispute or claim, including without limitation, statutory, contract or tort claims, relating to or arising out of this Agreement or any Service Order or the alleged breach of this Agreement or any Service Order, shall, upon timely written request of either party, be submitted to binding arbitration. The arbitration shall be conducted in Dutchess County, New York. The arbitration shall proceed in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in effect at the time the claim or dispute arose. The arbitration shall be conducted by

one arbitrator from the AAA or a comparable arbitration service, and who is selected pursuant to the applicable rules of the AAA. The parties shall equally share the fees of arbitration, including the fees and expenses of the arbitrator, unless the arbitration award provides otherwise. Each party shall individually bear the cost of preparing and presenting its case. The arbitrator shall issue a reasoned decision with findings of fact and conclusions of law and any judgment rendered by the arbitrator may be entered in any court having jurisdiction over the parties. The arbitrator must abide by the limitation of liability provisions set forth in this Agreement and shall have no power or authority to make any award or issue any order of any kind except as expressly permitted by this Agreement. The parties agree that arbitrator is precluded from issuing any award that provides for punitive, special, consequential, or exemplary damages. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Either you or we may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement or to enforce an arbitration award. **Each party waives any right to a trial by jury, and agrees that all disputes will be resolved exclusively through arbitration.** No claim subject to this provision may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration under this Agreement without the prior written consent of both parties. Excluded from this arbitration provision are claims under the National Labor Relations Act (to the extent provided for in that Act), claims for worker's compensation, and any other claim that is non-arbitrable under applicable state or federal law.

11. ENFORCEABILITY: If any provision of this Agreement is held to be unenforceable or illegal, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

12. ENTIRE AGREEMENT: This Agreement, including any Service Order executed by the parties and any amendments and/or change orders signed by both parties, constitutes the entire agreement between the parties with respect to the subject matter and there are no representations, understandings, or agreements that are not fully expressed in and integrated into this Agreement. This Agreement including any Service Order supersedes and merges all prior proposals, understandings, and other agreements, whether verbal and/or written, between the parties relating to the subject matter of this Agreement and any Service Order. The terms of this Agreement shall control over any different or additional terms of any purchase order, correspondence, or any of your ordering documents. We will not be deemed to have waived any provision of this Agreement or any Service Order if we fail to object to any contract provision submitted by you. This Agreement including any Service Order executed by both parties shall be binding on and inure to the benefit of each party and its successors and permitted assigns. The terms and conditions of the main body of the Agreement shall apply and govern any conflict or inconsistency with the terms of any Service Order.

13. GENERAL TERMS: 13.1 Independent Contractors. We are at all times an independent contractor. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

13.2 Modifications and Waiver. No modification of, or amendment or addition to, this Agreement or any Service Order is valid or binding unless set forth in writing and fully executed by both parties. A change

can also be made with a written change order signed by both parties identifying the change, the cost of the change, and the effect on the project schedule, if any. Any waiver of any right or remedy under this Agreement or any Service Order must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any obligation, right, or remedy on any future occasion.

13.3 Assignment. This Agreement and any rights or obligations hereunder, shall not be assigned or otherwise transferred by the parties without the prior written consent of the non-assigning party except that we may assign or transfer this Agreement and any Service Order to any Affiliate or upon a change of control, a sale of all or substantially all of our assets, or by operation of law by providing you with written notice provided that the assignee agrees in writing to be bound by all terms and conditions of this Agreement and any Service Order.

13.4 Survival. Sections 1, 2, 4, and 5 through 15 shall survive the termination or expiration of this Agreement and any Service Order for any reason. Furthermore, any provision of the Agreement including any Service Order which would, by its nature, be deemed to survive termination or expiration of this Agreement (whether so expressly stated), will survive the termination or expiration of this Agreement for any reason.

13.5 Interpretation of Agreement; English Language. This Agreement as well as any Service Order will be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there will be no presumption or inference against the party drafting this Agreement or any Service Order in construing or interpreting any of the provisions. English shall be the governing language of this Agreement and any Service Order.

13.6 Subcontractors. We may use the services of subcontractors for the provision of any services and/or Product at any time under this Agreement and any Service Order, provided that we remain responsible for (i) compliance by any such subcontractor with the terms of this Agreement and (ii) for our overall performance as required under this Agreement and any Service Order.

14. WRITTEN NOTICE. Unless otherwise provided in this Agreement, all notices (except for routine business communications, e.g., delivery or installation dates) shall be in writing and sent via certified or registered mail, return receipt requested, or by overnight courier service. Notices to us shall be addressed to the Chief Financial Officer at our principal place of business set forth above in the first paragraph of this Agreement. Notices to you shall be addressed to the address as set forth in the Service Order.

15. COUNTERPARTS; ELECTRONIC SIGNATURES. Any Service Order, change order, or amendment may be executed and delivered in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Any Service Order, change order, or amendment may be executed and delivered by facsimile, emailed PDF, or electronic signatures, and, subject to applicable law, the parties agree that such facsimile/PDF/electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile/PDF/electronic signatures as evidence of the execution and delivery of such Service Order, change order, or amendment by both parties to the same extent that original signatures could be used.