



M&M ENGINEERING ASSOCIATES STANDARD SERVICE TERMS

SCOPE OF SERVICES

Supplier (as defined at the end of this document) will only perform those services specifically agreed to in writing and will not be responsible for any matters beyond the agreed-upon, written Scope of Work ("SOW"). Any descriptions, statements, comments or expressions made reflect the opinion or observations of Supplier's employees based solely upon data available at the time and are not intended, nor can they be construed, as representations or warranties as to the actual circumstances. Supplier's responsibilities will be limited to providing labor and equipment qualified to provide the services set forth in the applicable SOW utilizing the procedure(s) and acceptance criteria specified by its client ("Client") and specifically set forth in the SOW. Client and/or the owner-operator shall at all times remain responsible for all engineering, repair, modification and use decisions, including without limitation, decisions such as what to install, inspect or repair, the frequency of inspections or repairs, the techniques or methods to be used, the procedures, codes and acceptance criteria to be followed. Client is responsible for inspecting Supplier's work product and notifying Supplier of any potential issues within fifteen (15) business days thereafter. It is understood that Supplier is an independent contractor and not an employee or agent of Client. The results of Supplier's services shall be used only for Client's internal purposes. Test reports shall not be reproduced by Client except in full and may not be reproduced without the written approval of Supplier. Test results are limited to the specific item(s) tested.

STANDARD OF CARE

Supplier shall perform its services within a reasonable standard of care or skill consistent with applicable industry standards. **No other warranty, expressed or implied, is made or intended by Supplier, and all other warranties are expressly disclaimed.** In the event of any breach of this warranty, Supplier's sole and exclusive obligation will be to correct or re-perform the deficient service or, at Supplier's option, to refund the amount paid for the deficient service. Warranty claims must be asserted within the lesser of fifteen (15) business days after receipt of Supplier's work product or five (5) business days after the purported deficiency was or could have been detected by Client.

LIMITATIONS OF LIABILITY

Supplier does not assume any liability or responsibility for losses or damages, such as personal injuries and property damage, except and only to the extent directly caused by the willful or negligent misconduct of Supplier in the course of performing the requested services. **In no event shall Supplier's aggregate liability for any reason, in connection with any claim asserted, exceed the amount paid for the services in question.** Supplier shall not be held responsible or liable for any loss, damage or delay caused by accidents, strikes, fires, floods or other circumstances or causes beyond its control, including actions taken or not taken by Client or other third parties. **In no event shall Supplier be liable for indirect, incidental, special, punitive or consequential damages including, without limitation, damages relating to reputation, lost business opportunities, lost profits, goodwill, downtime, overhead expenses, loss of use, business interruption, data loss or other economic loss.**

PAYMENT

Pricing is based on Supplier's standard service techniques and protocols unless otherwise specifically stated. Any request for non-standard techniques or protocols in performing the services must be identified by Client and accepted by Supplier in writing prior to commencement. All pricing is rate-based (as opposed to costplus) and labor rates are all-inclusive. Unless otherwise agreed to in writing, payment in full shall be made within 30 days of the date of invoice, and thereafter a late charge of 12% at an annualized rate on outstanding accounts may be charged. Supplier reserves the right to charge for any extra time or costs that are incurred as a result of delays, cancellations, or postponements resulting from Client's instructions, lack of instructions or mistakes for which Supplier is not responsible. Payment for services or failure to identify any deficiencies in Supplier's work product within fifteen (15) business days after receipt of the work product shall constitute acceptance by Client of Supplier's work and agreement that Supplier met all applicable contractual requirements.



USE OF SUPPLIER'S INTELLECTUAL PROPERTY

Supplier's intellectual property, including software, designs, methodologies and processes ("IP") shall not be copied, transferred, licensed or used by anyone other than Client and only in connection with Supplier performing its services. Client shall not, and shall not permit anyone else to, reverse engineer, decompile, or disassemble the IP, or use the IP in any way to replicate or develop similar IP.

EXCLUSIVE TERMS; MODIFICATION; CHOICE OF LAW

These Service Terms shall govern any and all services or products provided by Supplier to Client. No terms or conditions delivered with or contained in any request for services, purchase order or any other document received from Client shall alter these Service Terms. Any purported variation of these Service Terms shall have no effect unless expressly agreed to in writing and signed by an authorized representative of Supplier. The provisions of these Service Terms are severable and in the event any provision is held to be unenforceable, the remaining provisions will continue in full force and effect. Should any type of dispute arise, these Service Terms shall be governed by and construed in accordance with the laws of the location where the services in question were performed without regard to conflict of law principles.

ADDITIONAL TERMS REGARDING PROFESSIONAL ENGINEERING SERVICES

Supplier will not be responsible for, control, direct or supervise: the performance by Client or others of their obligations and responsibilities; construction methods, means, techniques, sequences or procedures of Client or others; acts or omissions of Client or others; or advice from any independent expert engaged by Client or others. In addition, Supplier will be entitled to rely upon, and shall have no responsibility for, the accuracy and completeness of all records, information, data and specifications furnished by Client, consultants and other subcontractors hired by Client, government authorities, public utilities and manufacturers and suppliers of equipment, material or supplies. Supplier shall not have any responsibility for defects or limitations in any equipment, material or supplies specified or recommended by Supplier.

ADDITIONAL TERMS THAT GOVERN ALL EXPERT TESTIMONY AND EXPERT LITIGATION SUPPORT ENGAGEMENTS

When Supplier is engaged as an expert in connection with any litigation or potential litigation matter (the "Engagement"), its fees will not be dependent upon the outcome of the actual or potential proceeding in which Supplier is acting as an expert for Client (the "Proceeding"). Objective conclusions will be presented without regard to how they will impact the Proceeding to ensure that Supplier is able to perform its services properly. Supplier will assume, for purposes of its Engagement, that information and data provided by or on behalf of Client will be sufficiently accurate, complete and comprehensive to enable Supplier to perform its services. Client and Supplier will agree in writing at the commencement of the Engagement on the precise scope of services to be provided by Supplier, including any opinion to be provided and how samples and other materials or information are to be examined, handled, stored and/or returned. Supplier will not be responsible for any matters beyond that written scope of services. Client shall be responsible for notifying Supplier of all relevant timelines in the Proceeding. All reports and material developed by Supplier shall be used only for purposes of the Proceeding. Any other use requires Supplier's prior written consent. Client shall disclose sufficient information about the parties to enable Supplier to assess if there may be a potential conflict of interest. If Client wishes for Supplier to perform joint testing, Client shall be responsible for obtaining the agreement of the other parties regarding the testing protocol to be used, and shall instruct Supplier in writing as to what information and documents can be shared with the other parties. Client will defend, indemnify and hold Supplier harmless against and from any and all claims, costs, actions, losses and liabilities, including attorneys' fees, arising or relating in any way to the Engagement other than those caused solely by Supplier's willful misconduct or gross negligence. If Client is representing another party in the Proceeding, Client represents that it has secured such party's agreement to be bound by these terms and conditions. If the Engagement will not involve testimony, all material created by Supplier will be maintained as confidential and not disclosed to third parties (other than as required by the Proceeding) without Supplier's prior written consent. All samples provided to Supplier will be disposed of within 10 days of the end of the Engagement unless Supplier is instructed in writing to return them to Client or retain them for a fee.



ADDITIONAL TERMS THAT GOVERN ALL NONDESTRUCTIVE TESTING SERVICES

Statements, findings, results and/or reports made or prepared by an employee of Supplier, including findings about an item meeting or not meeting code, represent the opinion of the employee based on available data at the time of the inspection and shall at all times be subject to inherent limitations of these technologies. Supplier cannot be held responsible if employees of Client or another vendor reach different opinions. Supplier recommends confirming all such opinions through a second method whenever practicable.

APPLICABILITY OF THESE TERMS; DEFINITION OF SUPPLIER

These Service Terms apply to and shall govern all services and products provided by M&M Engineering Associates and its respective affiliates, subsidiaries and successors. In the event of any type of dispute between Client and Supplier, such as a claim by Client for alleged damages or losses purportedly caused by Supplier, Client's recourse shall be limited to the specific affiliate company that performed the work at issue ("Supplier"). **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT WAIVES AND RELEASES ANY AND ALL RIGHTS, CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY OTHERWISE BE AVAILABLE AT LAW OR IN EQUITY OR GRANTED BY STATUTE TO AVOID OR DISREGARD THE ENTITY FORM OF SUPPLIER OR OTHERWISE IMPOSE LIABILITY ON ANY AFFILIATE OF SUPPLIER, WHETHER GRANTED BY STATUTE OR BASED ON THEORIES OF EQUITY, AGENCY, CONTROL, INSTRUMENTALITY, ALTER EGO, DOMINATION, SHAM, SINGLE BUSINESS ENTERPRISE, PIERCING THE CORPORATE VEIL, UNFAIRNESS OR UNDERCAPITALIZATION.**

WE VERY MUCH APPRECIATE YOUR BUSINESS. SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE PERSON FROM WHOM YOU WISH TO ORDER PRODUCTS AND/OR SERVICES OR SEND AN EMAIL TO DEE_WALL@MMENGINEERING.COM.