

MASTER SERVICES AGREEMENT: EcoEngineers Online Terms of Service

1. Applicability.

These Terms of Service (“**Terms**”) govern all services provided by TPR Enterprises LLC d/b/a EcoEngineers (“**EcoEngineers**”), an LRQA company, to client identified in an applicable Scope of Work (“**SOW**”) (“**Client**”), including any Client affiliates identified in such SOW. These Terms are incorporated by reference into each SOW, proposal, work authorization, or similar document executed by Client. By executing an SOW that references these Terms, Client agrees to be bound by these Terms as of the effective date of such SOW. The Terms, together with the applicable SOW, constitute the entire agreement between the parties and supersede all prior contemporaneous agreements, negotiations, and communications. These Terms supersede any terms or conditions contained in any purchase order or other document issued by Client, unless expressly agreed in writing by EcoEngineers. In the event of a conflict between these Terms and an SOW, the SOW shall control solely with respect to the specific services, pricing and timelines described therein.

EcoEngineers may update these Terms from time to time. The version in effect as of the effective date of the applicable SOW shall govern that SOW unless otherwise stated.

2. Performance of Services.

- a. The services (“**Services**”), which may include, among other items, the delivery of a written report, findings and/or analyses (the “**Deliverables**”) and/or other items of value, whether tangible or intangible, will be delivered as provided pursuant to an SOW. If for any reason Client fails to accept delivery of any of the Services on the date fixed pursuant to EcoEngineers’ notice (that the Services have been provided or are available to Client), or if EcoEngineers is unable to deliver the Services on such date because Client has not provided appropriate instructions, documents, licenses, authorizations, or other material items, the Services shall still be deemed to have been delivered.
- b. EcoEngineers shall use commercially reasonable efforts to meet any performance dates to render the Services specified in the SOW; provided, however, the parties acknowledge any such dates shall be estimates only.
- c. With respect to the Services, Client shall (i) cooperate with EcoEngineers in all matters relating to the Services and provide reasonable access to Client’s facilities and other premises for the purposes of performing the Services; (ii) respond promptly to any EcoEngineers request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary or advisable for EcoEngineers to perform Services in accordance with the requirements of the Terms; (iii) provide such Client materials or information as EcoEngineers may request to carry out the Services in a timely manner and ensure that such Client materials and information are complete and accurate (notwithstanding any contrary disclaimer as to completeness or accuracy set

forth in a separate writing by the Client); and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Client's Acts or Omissions; Representations.

If EcoEngineers' performance of its obligations under the Terms is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, or for any other reason beyond reasonable control of EcoEngineers, EcoEngineers shall not be deemed in breach of its obligations under the Terms or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay. Further, Client represents and warrants to EcoEngineers that, all information provided to EcoEngineers in the performance of EcoEngineers' Services shall be complete and accurate (notwithstanding any contrary disclaimer as to completeness or accuracy set forth in a separate writing by the Client) and that none of the information provided to EcoEngineers in the performance of the Services shall violate or otherwise infringe on any third party intellectual property right.

4. Change of Scope.

- a. If either party wishes to change the scope or performance of the Services set forth in a particular SOW, it shall submit details of the requested change to the other party in writing. EcoEngineers shall, within a reasonable time after such request, and based on the information known to EcoEngineers at the time, provide a written estimate to Client of: (i) the time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the effect of the change on the Services; and (iv) any other impact the change might have on the performance of the Terms.
- b. Promptly after delivery of the written estimate to Client, the parties shall negotiate and agree in writing on the terms of such change in the scope of performance of the Services and fees and related expense due EcoEngineers (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 26**. In addition, any Deliverables or other Services not specifically set forth in an SOW (or its corresponding Change Order), including any consulting or advisory services, services provided in connection with a PIR investigation, services related to training new staff of Client (integral to the QAP process and RIN Generation activities) and/or services for new LCFS Pathways, requested by Client from time to time, shall be billed by EcoEngineers to Client, and paid by Client, on a time and materials basis, based on those prices and rates then in effect at the time the Services are provided.

5. Inspection and Rejection of Nonconforming Deliverables.

- a. Client shall inspect any Deliverables upon receipt. Client will be deemed to have accepted the Deliverables unless it notifies EcoEngineers in writing of any Nonconforming Deliverables within thirty (30) days of Client's receipt (the

“**Inspection Period**”) and furnishes such written evidence or other documentation as reasonably requested by EcoEngineers within such period (the “**Nonconforming Deliverables Notice**”). “**Nonconforming Deliverables**” means only an item of Deliverables or other Services provided which is materially different than identified in Client’s SOW. Notwithstanding anything herein to the contrary, should EcoEngineers be required to update any Deliverables or Services resulting from a change in applicable regulations, such modification will be deemed as a Change Order for which EcoEngineers will be entitled to assess a corresponding change to fees and expenses in its reasonable discretion.

- b. If Client timely notifies EcoEngineers of any Nonconforming Deliverables, EcoEngineers may, within ten (10) business days, in its reasonable discretion, elect to: (i) replace such Nonconforming Deliverables with conforming Deliverables, or (ii) credit or refund the Price for such Nonconforming Deliverables. Following delivery of a duly delivered Nonconforming Deliverables Notice, EcoEngineers shall have ten (10) business days to inspect the subject Deliverables and to evaluate whether such Deliverables are Nonconforming Deliverables. If EcoEngineers exercises its option to replace Nonconforming Deliverables, EcoEngineers shall, after receiving return of the Nonconforming Deliverables, deliver to Client, the replaced Deliverables.
- c. Client acknowledges and agrees that the remedies set forth in Section 5 are Client’s exclusive remedies for the delivery of Nonconforming Deliverables.

6. Price.

- a. Client shall purchase the Deliverables and Services from EcoEngineers at the price (the “**Price**” or plurally, the “**Prices**”) set forth in the Terms and any applicable SOW, and contingent upon the conditions as provided therein. Fees for Subscription-Based Services (as defined herein) are subject to annual increase upon sixty (60) days’ written notice to Client.
- b. Client agrees to reimburse EcoEngineers for all reasonable travel and out-of-pocket expenses incurred by EcoEngineers in connection with the delivery of Deliverables and performance of the Services, calculated to equal the sum of: the actual cost plus ten percent (10%).
- c. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local government or governmental body or agency on any amounts payable by Client. Client shall be responsible for all such charges, costs and taxes; provided, however, Client shall not be responsible for any taxes imposed on, or with respect to, EcoEngineers’ income, revenues, gross receipts, personnel or real or personal property.

7. Payment Terms.

- a. Client shall timely pay all invoiced amounts due EcoEngineers. Client represents and warrants that it has accurately completed all requested “Invoicing Information” (including Client name, billing information, billing contact information,

ACH debit information, if applicable, Client tax identification number and other tax information) delivered to EcoEngineers, and that such information shall remain accurate. Client may also be billed prior to the commencement of Services, depending on the Deliverables and Services provided and as may be required in an SOW. With respect to a Subscription-Based Service provided for a partial calendar year, its annual fee shall be prorated based on the number of calendar months (whether whole or partial) the Service is provided for such year. Client shall make all payments hereunder by wire transfer or check and in U.S. currency.

- b. Client shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall reimburse EcoEngineers for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees, and shall be charged a thirty-dollar (\$30) fee for each check returned for non-sufficient funds by the Client's bank. In addition to all other remedies available under the Terms or at law (which EcoEngineers does not waive by the exercise of any rights hereunder), EcoEngineers shall be entitled to terminate the applicable SOW, terminate these Terms in their entirety and/or suspend the delivery of any Deliverables or performance of any Services if Client fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof. Written notice shall be provided consistent with **Section 22** of these Terms. Any subsequent failure to timely pay any amounts when due hereunder within a successive twelve (12)-month period following the delinquency shall entitle EcoEngineers to immediately terminate the applicable SOW or these Terms or suspend any further delivery of Deliverables or performance of any Services hereunder. Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with EcoEngineers, whether relating to EcoEngineers' breach, bankruptcy or otherwise.
- c. As collateral security for the payment of the Price of the Deliverables and Services, Client hereby grants to the Client, a lien on and security interest in and to all the right, title and interest of Client in, to and under the Services and Deliverables wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

8. Limited Warranty.

- a. EcoEngineers warrants to Client that it shall perform the Services using personnel of competent skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote commercially reasonable resources to meet its obligations under the Terms. EcoEngineers represents that none of the information provided solely by EcoEngineers in the Deliverables and

performance of the Services shall violate or otherwise infringe on any third-party intellectual property right.

- b. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8(a) ECOENGINEERS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE DELIVERABLES OR OTHER SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- c. For the avoidance of doubt, ECOENGINEERS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- d. EcoEngineers shall not be liable for a breach of the warranties set forth in **Section 8(a)** unless: (i) Client gives written notice of the defective Deliverables or Services, as the case may be, reasonably described, to EcoEngineers within thirty (30) days of the time when Client discovers or ought to have discovered the defect; (ii) if applicable, EcoEngineers is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in **Section 8(a)** to examine such Deliverables and/or other Services; and (iii) EcoEngineers reasonably verifies Client's claim that the Deliverables or Services are defective.
- e. EcoEngineers shall not be liable for a breach of the warranty set forth in **Section 8(a)**: (i) to the extent Client makes any further use of such Deliverables or Services after giving such notice; (ii) if the defect arises because Client failed to follow EcoEngineers' oral or written instructions as to the Deliverables or Services; or (iii) if Client alters or repairs such Deliverables or Services without the prior written consent of EcoEngineers.
- f. Subject to **Section 8(e)** above, with respect to any Services subject to a claim under the warranty set forth in **Section 8(a)**, EcoEngineers shall, in its sole discretion, (i) repair or re-perform the applicable Deliverables or Services or (ii) credit or refund the Price of such Deliverables or Services on a proportionate basis (according to the extent of the defective Services relative to all Services).
- g. THE REMEDIES SET FORTH IN SECTION 8(f) SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ECOENGINEERS' ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 8(a).**

9. Limitation of Liability.

IN NO EVENT SHALL ECOENGINEERS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY LEGAL CLAIM, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ECOENGINEERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ECOENGINEERS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE FEES PAID TO ECOENGINEERS FOR THE DELIVERABLES AND SERVICES SOLD HEREUNDER WITHIN THE PRIOR TWENTY-FOUR MONTH PERIOD. The limitation of liability set forth herein shall not apply to liability resulting from EcoEngineers' gross negligence or willful misconduct.

10. Insurance.

During the term of any SOW or these Terms and for a period of twelve (12) months thereafter, each party shall, at its own expense, maintain and carry insurance coverage in full force and effect which includes, but is not limited to, commercial general liability (including product liability) for an amount that is reasonable based on industry standards with financially sound and reputable insurers. Upon EcoEngineers' request, Client shall provide EcoEngineers with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in these Terms. Client shall provide EcoEngineers with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against EcoEngineers' insurers and EcoEngineers.

11. Compliance with Law.

Client shall comply with all applicable laws, regulations and ordinances. Client shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms or any SOW.

12. Termination.

For any reason other than nonpayment of invoices, which is governed by **Section 7(b)** of these Terms, either party may terminate an SOW or these Terms upon sixty (60) days' prior written notice to the other party. In addition, EcoEngineers may terminate Client's Quality Assurance Program status, effective immediately upon written notice to Client. Written notice pursuant to this **Section 12** shall be provided consistent with **Section 22** of these Terms. All subscription-based services, including, without limitation, QAP, RIN Management and LCFS verification, will automatically renew at the end of each calendar year unless a 60-days' prior written notice of non-renewal is provided by either party to the other party (each a "**Subscription-Based Service**" and collectively, "**Subscription-Based Services**"). Any Subscription Based Service may be terminated at any time upon a party's delivery of 60 days' prior written notice to the

other party. In the event of any termination, Client shall pay EcoEngineers the fees attributable to all Services and Deliverables performed and all reasonable expenses incurred through the date of termination, together with any reasonable expense of EcoEngineers incurred following termination in connection with transitioning Deliverables and other matters to Client or Client's agent.

13. Waiver.

No waiver by EcoEngineers of any of its rights, remedies, powers, privileges or other provisions of the Terms is effective unless explicitly set forth in writing and signed by EcoEngineers. Except to the extent there is an expiration of an express time limitation in which to exercise a right, remedy, power or privilege arising from the Terms, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Intellectual Property.

- a. All intellectual property rights, including, without limitation, copyrights, patents, design patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under these Terms or prepared by or on behalf of EcoEngineers in the course of performing the Services, except for any confidential information of Client or Client-provided materials, shall be owned by EcoEngineers. EcoEngineers hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services for the purposes contemplated by the applicable SOW or the Terms. Such license shall expire when Client no longer uses or retains any Deliverables or benefits from the Services provided by EcoEngineers under these Terms.
- b. Notwithstanding anything herein to the contrary, access to any such third-party intellectual property, including any web-based software systems, which may be specifically included in the Services to be provided by EcoEngineers pursuant to the SOW, may be conditioned upon the Client entering into an additional licensing agreement with EcoEngineers (the "**Sublicense**"). The Sublicense shall be provided separately to Client by EcoEngineers.

15. Confidential Information.

All non-public, confidential or proprietary information of a party hereto (a "**Disclosing Party**"), including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed

by the Disclosing Party to the other party hereto (the “**Receiving Party**”), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with the Terms is confidential, solely for the use of performing the Terms and may not be disclosed or copied unless authorized in advance by the Disclosing Party in writing (the “**Confidential Information**”). Upon the Disclosing Party’s request, the Receiving Party shall promptly return or destroy all Confidential Information received from the Disclosing Party other than one (1) archival copy of such documents containing Confidential information as the Receiving Party determines is reasonably necessary for the operation of its business and in such case the archival copy shall continue to be subject to the terms of this **Section 15** for as long as such information is retained. The Receiving Party must take reasonable precautions to protect the Confidential Information of the Disclosing Party, at least to the same extent it would take to protect its own confidential information and, in any event, in accordance with industry standards. The Disclosing Party shall be entitled to injunctive relief for any violation or threatened violation of this **Section 15**. This **Section 15** does not apply to information that is: (a) in the public domain; (b) known to the Receiving Party at the time of disclosure; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (d) independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information. Furthermore, Receiving Party may disclose Confidential Information to a court or other tribunal to the extent necessary in connection with enforcing its rights or its defense provided that it seeks a protective order with respect to such disclosure.

16. ISO Certification.

To the extent Services involve validation/verification (audit) work in connection with International Organization for Standardization (ISO) certification/review, the following provisions shall apply:

- a. **Impartiality.** EcoEngineers shall be responsible for the impartiality of its verifiers and its validation/verification activities and shall not allow commercial, financial or other pressures to compromise impartiality, and shall periodically monitor activities and relationships to identify threats to its impartiality.
- b. **Use of Name and Logo.** EcoEngineers’ name or logo or the results of a verification/validation shall be used only in relation to the Client objective in an applicable SOW or the claim which has been validated/verified and shall not be misleading with regards to product certification.
- c. **Information from Providers.** Information about the Client obtained from sources other than the Client (e.g., a complainant or regulatory authority) shall generally be confidential between the Client and the validation/verification body. Client, however, acknowledges and agrees that the provider (source) of this information shall be confidential to the validation/verification body and shall not be shared with the Client, unless agreed by the provider (source). Where disclosure is required by a relevant reporting program, EcoEngineers shall give advance notification to the client prior to any release of information it intends to place in the public domain.
- d. **Client Obligation.** Client shall meet all the validation/verification requirements by making all arrangements necessary to conduct the validation/verification,

including delivery and provision of all available documents and information needed for conducting the validation/verification and providing access to all relevant processes, areas, records, and personnel. The client shall ensure that any opinions or reports of factual findings issued by EcoEngineers and made public by the client are communicated in their entirety. Additionally, Client shall, when applicable, make provisions to accommodate observers, and comply with the rules of the validation/verification body with reference to the use of validation/verification statement or use of marks.

- e. **Reservation for Pre-Engagement Review.** EcoEngineers reserves the right to decline to perform validation/verification procedures. Following EcoEngineers' pre-engagement review of the submitted information by the Client, EcoEngineers may, at its election, either accept or decline to perform validation/verification.
- f. **Contingency for Validation and Verification Work.** Regulatory validation/verification work is dependent on Conflict of Interest (COI) review and acceptance by the Executive Officer of the California Air Resources Board (CARB) or Verification Program Administrator of Oregon's Department of Environmental Quality (DEQ). Notwithstanding anything in these Terms to the contrary, the timing of such review and acceptance will dictate the timing of performance of the Services.

17. Force Majeure.

EcoEngineers shall not be liable or responsible to Client, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of the Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of EcoEngineers, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

18. Assignment.

Neither party shall assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this **Section 18** is null and void. Notwithstanding the foregoing, EcoEngineers may subcontract any portion of the Services under these Terms without the prior written consent of Client. Furthermore, EcoEngineers may assign its rights hereunder to a successor in interest, including any person who acquires all or substantially all of its assets or otherwise acquires its business as a going concern, upon written notice to the Client. No assignment or delegation (including any subcontracting of Services) relieves Client or EcoEngineers of any of its obligations under these Terms.

19. Relationship of the Parties.

The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries.

The Terms and any SOW are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Terms or an SOW.

21. Governing Law; Venue.

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Iowa. Any legal suit, action or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Iowa in each case located in the City of Des Moines, Iowa and County of Polk, Iowa, and each party irrevocably submits to the exclusive and personal jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives and releases any claim of forum non conveniens or similar claim or defense.

22. Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth in the SOW or to such other address that may be designated by the party in writing pursuant to the notice requirements of this **Section 22**. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only if the party giving the Notice has complied with the requirements of this **Section 22**.

23. Severability.

If any term or provision of the Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival.

Any provision of the Terms which by its nature should apply beyond the term hereof will remain in force after any termination or expiration of the Terms including, but not limited to, the following provisions: Insurance, Compliance with Law, Intellectual Property, Confidential Information, Governing Law; Venue, and Survival.

25. Non-Exclusivity.

Client acknowledges and agrees that EcoEngineers offers the Deliverables and Services to other persons. Nothing in these Terms shall be construed as a commitment of EcoEngineers to offer Deliverables or Services exclusively to Client. EcoEngineers reserves the right to provide the Deliverables and Services to other persons from time to time and any time with no exclusivity obligation in favor of Client.

26. Amendment and Modification.

These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

27. Attorney's Fees.

In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to the Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

28. Counterparts.

The Terms (together with any corresponding SOW or Change Order) may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or other electronic means shall be binding and enforceable for all purposes.

29. Authority.

Client represents and warrants that the person or persons agreeing to these Terms on behalf of Client has authority to bind Client and all actions have been taken to authorize such person or persons executing an SOW and agreeing to these Terms to do so.

v01 LAST UPDATED APRIL 16, 2026