



TERMS AND CONDITIONS FOR SERVICES

1. Applicability.

- (a) These terms and conditions for services (“Terms”) are the only terms that govern the provision of services by Pro-Vac Holdings Inc., a Delaware corporation, and its direct and indirect subsidiary companies (“Service Provider”) to the customer identified in the applicable Governing Documents as defined below (“Customer”).
- (b) These Terms and Conditions, together with any applicable Authorization to Proceed, Proposal, Estimate, or Master Service Agreement (collectively referred to in this Terms as “Governing Document(s)”), constitute the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written or oral, except as expressly provided in an active Master Services Agreement (MSA) between the parties. If an MSA between Service Provider and Customer is in effect and applicable to the services described, the terms of that MSA shall govern and control in the event of any conflict or inconsistency with these Terms. If no such MSA is in effect, then these Terms shall govern.
- (c) These Terms prevail over any of Customer’s general terms and conditions, regardless of when or how Customer submits its request for proposal, order, or other terms. Providing services to Customer does not constitute acceptance of any such terms and does not modify or amend these Terms.

2. Services. Service Provider shall provide the services to Customer as described in the Governing Documents (the “Services”) in accordance with these Terms.

3. Performance Dates. Service Provider shall use commercially reasonable efforts to meet any performance dates specified in the Governing Documents, and any such dates shall be estimates only.

4. Customer’s Obligations. Customer shall:

- (a) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer’s premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services;
- (b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of these Terms;
- (c) provide such Customer materials or information as Service Provider may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and
- (d) 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.

5. Customer’s Acts or Omissions. If Service Provider’s performance of its obligations under these Terms is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. **Change Orders.** No change in the scope, schedule, or fees shall be effective unless agreed to in writing, which may include email confirmation. However, if Service Provider performs additional services at the written or oral request of Customer, and Customer accepts and benefits from such services, Service Provider shall be entitled to compensation at its standard rates, even if a formal change order was not executed.
7. **Fees and Expenses; Payment Terms; Interest on Late Payments.**
- (a) In consideration of the provision of the Services by Service Provider and the rights granted to Customer under Provider's Standard Rate Schedule, including any services or items not specifically listed in the estimate.
 - (b) Customer agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.
 - (c) Customer shall pay all invoiced amounts due to Service Provider according to the payment terms listed on the invoice. Customer shall make all payments hereunder in US dollars by wire transfer, ACH, EFT, check or credit card. Service Provider may assess a returned check fee and/or a credit card processing (surcharge) fee in amounts not exceeding the maximum permitted by applicable law and as disclosed at the time of payment.
 - (d) In the event payments are not received by Service Provider within 30 days after becoming due, Service Provider may:
 - (i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; (ii) suspend performance for all Services until payment has been made in full; and (iii) require advance payment or additional retainers at any time.
8. **Taxes.** Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.
9. **Intellectual Property.** All intellectual property rights in and to any deliverables, work product, or materials created by Service Provider in connection with the Services shall remain the exclusive property of Service Provider. Upon full payment, Customer is granted a limited, nonexclusive, nontransferable license to use the deliverables solely for the project's intended purpose. Customer shall not sublicense, assign, or otherwise transfer its rights in the deliverables without Service Provider's prior written consent. Service Provider retains all rights to its know-how, methods, tools, templates, and any general skills or experience developed in the course of performing the Services.
10. **Confidential Information.**
- (a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Service Provider to Customer, 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 provision of the Services and these Terms is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Service Provider. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

- (b) Customer agrees to use the Confidential Information only to make use of the Services and deliverables.
- (c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

11. Representation and Warranty. Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under these Terms.

12. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) 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.

13. Limitation of Liability.

- (a) TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS IS LIMITED TO THE LESSER OF THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM OR \$10,000. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY DAMAGES IN EXCESS OF AMOUNTS ACTUALLY RECEIVED BY SERVICE PROVIDER UNDER THESE TERMS.
- (b) NEITHER PARTY IS LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION), EVEN IF ADVISED OF THE POSSIBILITY.
- (c) THESE LIMITATIONS DO NOT APPLY TO AMOUNTS OWED FOR FEES/EXPENSES, A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD-PARTY CLAIMS TO THE EXTENT CAUSED BY THAT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR LIABILITY THAT CANNOT BE LIMITED BY LAW.

14. Indemnification. Customer will indemnify, defend, and hold harmless Service Provider and its affiliates and personnel from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Customer's breach of this Agreement, (b) Customer's negligence or willful misconduct, or (c) any third-party claims arising from or related to the project or the Services, except to the extent caused by Service Provider's gross negligence or willful misconduct. Service Provider's indemnification obligations are limited to claims arising solely from Service Provider's gross negligence or willful misconduct.

15. Insurance. Service Provider will maintain commercially reasonable insurance customary for the Services, including commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, workers' compensation (as required by law), and professional liability insurance if applicable. Service Provider may satisfy insurance requirements through any combination of primary and excess policies and shall not be required to name Customer as an additional insured unless expressly agreed in writing. Certificates of insurance will be provided to Customer upon request. Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with limits of not less than \$1,000,000 per occurrence and

\$2,000,000 aggregate with financially sound and reputable insurers. Upon Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms.

16. Term and Termination.

- (a) These Terms are effective immediately and continue until completion unless terminated.
- (b) Service Provider may terminate these Terms for any reason upon five (5) days' written notice. Customer may terminate for convenience only upon thirty (30) days' written notice. Either party may terminate for material breach if not cured within five (5) days after notice.
- (c) Upon termination for any reason, Customer will pay Service Provider for all Services performed, expenses incurred, reasonable demobilization, any noncancelable commitments, and a termination fee equal to 10% of the remaining contract value.

17. Force Majeure. Neither party is liable for delay or failure to perform due to events beyond its reasonable control (including acts of God, labor disputes, epidemics, or governmental actions). The affected party will notify the other and resume performance promptly.

18. Assignment; Subcontracting. Neither party may assign these Terms without the other's consent, except to an affiliate or successor by merger or sale of substantially all assets, provided the assignee assumes these Terms. Service Provider may engage subcontractors to perform the Services, and Customer acknowledges and agrees that Service Provider shall not be responsible or liable for the acts, omissions, or performance of any subcontractor.

19. Independent Contractor. Service Provider is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

20. Governing Law; Venue; Jury Trial Waiver. These Terms are governed by the laws of the State of Texas, without regard to conflicts of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts located in Harris County, Texas, for any dispute arising out of or related to these Terms. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS.

21. Notices. All notices under these Terms must be in writing and delivered by personal delivery, certified mail (return receipt requested), or recognized overnight courier. Notices to Service Provider should be sent to: Pro-Vac Holdings Inc., 2909 Aaron Street, Deer Park, Texas 77536. Each party may update its notice information by providing written notice to the other.

22. Entire Agreement; Order of Precedence; Amendments. These Terms (including references and exhibits) are the entire agreement and supersede prior discussions about the Services. If there is a conflict, a signed change order controls, then these Terms, then exhibits. Amendments must be in writing and signed by both parties.

23. Severability; Waiver; Counterparts. If any provision is unenforceable, the remainder of the Terms remains effective, and the provision is modified to the minimum extent necessary to be enforceable. Failure to enforce is not a waiver.

24. Waste. Customer represents and warrants that all waste provided to Service Provider for collection, transportation, or disposal is non-hazardous as defined by applicable federal, state, and local laws and regulations. Customer is solely responsible for ensuring the waste is non-hazardous and remains ultimately responsible for the waste until it is properly disposed of by Service Provider. Customer shall not hold Service Provider liable for the waste or any claims, damages, or liabilities arising from the waste until Service Provider has completed disposal of the waste at an appropriate facility. If Service Provider discovers or is required to handle, transport, or dispose of any hazardous waste, Customer shall be responsible for all additional costs, including but not limited to, disposal at a regulated hazardous waste facility and the cost of washing out or decontaminating Service Provider's equipment.