



TERMS AND CONDITIONS

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Definitions

- A. "TTS" means Turbine Technology Services Corporation, TTS-Power, TTS-Midstream, its parent(s), subsidiaries, affiliates, and assigns.
- B. "Client" shall be the named entity for whom work is performed, or to which materials are supplied, and its parent(s), subsidiaries, affiliates, and assigns
- C. "Parties" shall mean TTS and Client collectively.
- D. "Work" means equipment, supplies, goods, (including raw materials, components, intermediate assemblies and end products) or materials and related services to be furnished under the TTS Proposal.
- E. The "Equipment" shall mean the goods identified on the TTS Proposal which are to be conveyed from TTS to Client through a sale between the parties.
- F. The "Agreement" shall mean the TTS Proposal, together with these Terms and Conditions and any Addenda thereto which are identified in the TTS Proposal, which together comprise the exclusive binding and enforceable contract between TTS and Client for the sale of the Equipment identified in the TTS Proposal, and/or any services to be performed by TTS.
- G. The "Project Site" shall be the location designated by Client for the performance of services and/or placement of Equipment provided by TTS.

1. Proprietary Information: Confidentiality

Client shall consider all information furnished by TTS to be confidential and shall not disclose any such information to any other entity or person, or use such information for any purpose other than in performance of the work as established and mutually agreed to by both parties unless Client obtains prior written consent from TTS.

2. Payment Terms

Payment in full of the Total Purchase Price shall be in United States of America Dollars, and due within 30 days from the date shown on the TTS Invoice. Time is of the essence as to all due dates for payment, and no force majeure event shall apply to any obligation of payment due hereunder. No "pay-if-paid" or "pay-when-paid" provision shall apply to this transaction providing that receipt of payment from Client's customer is a condition precedent to Client's obligation to pay TTS. If Client's credit is not approved, or becomes unsatisfactory to TTS, then TTS, in its sole discretion, may suspend or cancel performance, or require different payment terms. Payments due hereunder shall be made in the form of cash, check, or money order, or other form of payment approved by TTS. Client shall notify TTS in writing of the reason for any disputed portion of any invoice, within 15 calendar days of the invoice date, otherwise any objection to the invoice shall be deemed waived. TTS may in its sole discretion, apply Client's payment against any open charges. Past due accounts bear interest at 1.5% per month, or the maximum rate permitted by applicable law, continuing after TTS obtains judgment against Client. TTS may exercise setoff or right of recoupment to apply to or satisfy Client's outstanding debt. Client shall have no right of setoff hereunder, the same being expressly waived hereby.

3. TTS's Commitment of Resources

Client's execution of the Proposal and Purchase Order authorizes TTS to immediately begin performing the Work including, without limitation, the scheduling of Personnel for Client's project, the performance of any services included in the Work, and all preparations necessary to tender the Equipment to Client. Client acknowledges that TTS might reasonably rely on Client's execution of the Purchase Order to immediately begin performing the Work, scheduling Personnel for the project (including, without limitation, travel to the Project Site), or preparing for tender of the Equipment. Client acknowledges that these preparations include specially

ordering, reserving, modifying, or refurbishing the Equipment based upon information supplied to TTS by Client. Client acknowledges that the Equipment as configured by TTS for Client may not be readily re-sold, and/or TTS might have lost other business opportunities by performing the Work, scheduling Personnel, or preparing the Equipment for tender to Client. In the event that Client cancels or repudiates this Agreement, or any Purchase Order executed by Client, or otherwise wrongfully rejects the Equipment, within 30 days of TTS's Invoice, Client shall pay to TTS in a lump sum 1) all costs incurred by TTS for labor, materials, and services performed through the date of TTS's receipt of written notice of cancellation; 2) all Personnel travel costs or costs incurred in preparing for Personnel travel; 3) storage costs attributed to failed tender or delivery; and 4) reasonable overhead and profit.

4. Title To Goods

The parties expressly agree that title to the Equipment shall pass from TTS to Client only after Client has paid TTS the Total Purchase Price indicated in this Agreement. Client grants to TTS a security interest in the Equipment until such time as TTS has received the Total Purchase Price for the Equipment. Prior to the payment of the Total Purchase Price, Client hereby appoints TTS or its agents or assigns as Client's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Client, and to publicly record such statements to protect TTS's interest in the Equipment. Documents of title available to TTS, if any, related to the Equipment will be provided to Client within thirty (30) days after the Total Purchase Price has been received by TTS. Otherwise, all licensing, titling, and permits required and/or desired by Client, and any costs affiliated with them, are the responsibility of Client.

5. Risk of Loss: Transportation Costs

Client assumes the risk of all loss, or any damage to the Equipment, from all causes, including loss of use, upon TTS's initial tender of the Equipment to Client at TTS's facility. Client shall bear all costs necessary to transport the goods from TTS's facility.

6. Taxes, Duties, and Tariffs

TTS's prices do not include sales, use, excise, value added, personal property, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, value added, personal property, or other tax applicable to the sale or use of the equipment hereunder shall be paid by Client, or in lieu thereof, Client shall provide TTS with a tax exemption certificate acceptable to the taxing authorities.

Any taxes (including income, stamp, and turnover taxes), duties, fees, charges or assessments of any nature levied by any governmental authority other than of the U.S. in connection with this transaction, whether levied against Client, against TTS or its employees, or against any of TTS's subcontractors or their employees, or otherwise, at any tier, shall be for Client's account and shall be paid directly by Client to the governmental authority concerned. If TTS is required by law or otherwise to pay any such levy and/or fines, penalties, or assessments in the first instance or as a result of Client's failure to comply with any applicable laws or regulations governing the payment of such levies by Client, the amount of any payments so made by TTS shall be reimbursed by Client to TTS upon submission of TTS's invoices.

All rights to drawback of customs duties for the equipment (or material therein) belong to, and shall remain in, TTS. Client agrees to cooperate with TTS and to furnish such documents to TTS as may be necessary to obtain drawback.

7. Governmental Authorizations

Client shall be responsible for timely obtaining all permits, licenses, permits, or approvals required by any jurisdiction for the performance of the Services and/or the placement of the Equipment, including without limitation any necessary Export License, Import License, Exchange Permit, Planning Permission, or Operating License, even though any such authorization may be applied for by TTS.

TTS shall not be liable if any governmental authorization is delayed, denied, revoked, restricted or not renewed, and Client shall not be relieved thereby of its obligations to pay TTS for its work.



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All sales hereunder shall at all times be subject to the export control laws, anti-boycott laws, and regulations of the United States Government, and any amendments thereto. Client agrees that it shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit, of US origin goods purchased from TTS, other than in and to the ultimate country of destination specified on the Proposal, and/or declared as the country of ultimate destination on TTS's invoices. To the maximum extent permitted by law, Client agrees to indemnify, defend, and hold TTS harmless for any damages, claims, or costs (including without limitation all reasonable attorney's fees incurred), arising from or relating to, any violation of any export control laws, anti-boycott laws, or such other laws of the United States Government.

8. Limited Warranty

LIMITED WARRANTY

PERIOD OF COVERAGE:

This Limited Warranty provided by TTS to Client covers those components and assemblies of the Equipment not excluded under the section "What is Not Covered" for three hundred sixty-five (365) days from the date of TTS's initial tender of the Equipment to Client at TTS's facility ("the warranty coverage period").

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES:

TTS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

THERE IS NO WARRANTY OBLIGATION OF ANY KIND OR NATURE MADE BY TTS BEYOND THAT WHICH IS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY. TTS IS NOT RESPONSIBLE FOR ANY UNDERTAKING, REPRESENTATION, OR WARRANTY MADE BY ANY PERSON BEYOND THOSE UNDERTAKINGS SET FORTH IN THIS LIMITED WARRANTY AND DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY THAT IS NOT EXPRESSLY PROVIDED HEREIN.

WHAT THE LIMITED WARRANTY COVERS:

TTS's Limited Warranty covers only defects in materials and TTS's workmanship in TTS-supplied or serviced components of the Equipment. "Defect" means the failure of the Equipment and/or the materials used to assemble the Equipment to conform to design and manufacturing specifications and tolerances. See also the section "What the Warranty Does Not Cover" set out below.

WHAT TTS WILL DO TO CORRECT COVERED DEFECTS:

TTS's sole and exclusive obligation is to repair and/or replace, at its sole discretion, any covered defect if Client notifies TTS of the defect: 1) within the warranty coverage period or 2) within ten (10) calendar days following expiration of the warranty coverage period. It is reasonable to expect some service items to occur during the warranty coverage period. However, the performance of warranty repairs and/or replacement of parts shall not extend the warranty coverage period. Further, any performance of repairs after the warranty coverage period has expired or any performance or repairs to component parts that are excluded from coverage shall be considered "good will" repairs, which shall not alter the express terms of this Limited Warranty. If the repair or replacement remedy fails to successfully cure a defect after TTS receives a reasonable opportunity to cure the defect(s), Client's sole and exclusive remedy shall be limited to TTS paying Client the reasonable cost of having an independent third party perform repairs to the defect(s). At its sole discretion, TTS may use new and/or remanufactured parts and/or components of substantially equal quality to complete any repair.

WHAT THE LIMITED WARRANTY DOES NOT COVER:

This Limited Warranty does not cover: items which are added or changed after the Equipment leaves TTS's possession; components which are not supplied or serviced by TTS; components that are or have been decommissioned, transported, and/or re-installed by TTS; components that are working as designed but with which Client is dissatisfied as to design; normal wear and tear from operation, owner maintenance, improper installation, corrosion, or damage due to weather events or environment, and damage due to misuse or abuse, including without limitation excessive operation at peak capacity, frequent starting, detrimental air inlet conditions, or use of improper or irregular fuels or fluids.

EVENTS THAT VOID THE WARRANTY

Misuse or neglect, accidents, unauthorized alteration, failure to provide reasonable and necessary maintenance, failure to properly install the Equipment, repair or other work by any other person or entity, failure to timely notify TTS of a defect, and damage caused by fire, theft, vandalism, and/or explosions, shall discharge TTS from any express or implied warranty obligation.

DISCLAIMER OF SPECIAL DAMAGES:

THE CLIENT OF THE EQUIPMENT, AND ANY PERSON WHO IS AN INTENDED OR UNINTENDED USER OR BENEFICIARY OF THE EQUIPMENT, SHALL NOT BE ENTITLED TO RECOVER FROM TTS ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES RESULTING FROM ANY DEFECT IN THE EQUIPMENT, INCLUDING BY WAY OF EXAMPLE, FUEL AND TRANSPORTATION EXPENSES RELATED TO ANY TRANSFER OF THE EQUIPMENT, LOST PROFITS, LOSS OF USE, OR DAMAGES RELATING TO ANY ENVIRONMENTAL CONDITION. THIS EXCLUSION OF CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

WARRANTY CLAIM PROCEDURE

<https://ttsenergyservices.com/warranty-claims/>

9. Professional Services

A. Client's Responsibilities: Client agrees to provide TTS with all information, specifications, surveys, reports, shop drawings, professional recommendations, and any other related items requested by TTS in order to provide its professional services. TTS may rely on the accuracy and completeness of these items in performing its work. Client agrees to advise TTS of any known or suspected contaminants at the Project (as such term is defined in the Agreement). Client shall bear the sole risk for all physical characteristics of the site, and the adequacy of the site for the placement of any equipment to be provided by TTS. Client shall commensurately bear any costs necessary to remediate the Project Site to prepare it for the performance of TTS's services or the placement of Equipment. Client will obtain and pay for (directly to the appropriate agency at the required time) all necessary permits and approvals from any governmental authorities with jurisdiction over the Project. Client agrees to provide the items described in this paragraph and to render decisions in a timely manner so as not to delay the orderly and sequential progress of TTS's services.

B. Use and Ownership of TTS's Documents: Upon the parties signing this Agreement, TTS grants Client a non-exclusive license to use the drawings, specifications, renderings, conceptual plans, blueprints and other documents prepared by TTS for Client ("Documents"), provided that Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement such that any instrument(s) of service shall be deemed a "work made for hire." All instruments of professional service prepared by TTS, including the Documents, are the property of, and shall remain the exclusive property of, TTS. Originals shall remain with TTS with Client retaining a duplicate set. Client shall obtain the written approval of TTS prior to reproducing drawings or reasonable facsimiles, artist renditions or the like of said documents for marketing purposes. These documents shall not be reused on other projects by Client or sold or assigned to third parties without



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TTS's prior written permission, which may be withheld in its sole discretion. TTS reserves all intellectual property rights, including without limitation copyrights, in all such documents, drawings, concepts, and instruments of service.

10. Force Majeure

No failure or omission to carry out or observe any of the terms, provisions or conditions of this Agreement shall give rise to any claim by Client against TTS or be deemed to be breach of this Agreement if the same shall be caused by or arise out of:

- a any war, declared or not, or hostilities, or of belligerence, blockades, revolution, insurrection, riot, public disorder, expropriation, requisition, confiscation, or nationalization, export or import restrictions by any governmental authorities, closing of harbors, docks, canals, or other assistance's to or adjuncts of the shipping or navigation of or within any place, rationing or allocation, whether imposed by law, decree or regulation by, or by compliance of industry at the insistence of any governmental authority, or fire, flood, earthquake, storm, lightning, tide (other than normal tides), tidal wave, perils of the sea, accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals, or other assistance's to or adjuncts of the shipping or navigation, epidemic, quarantine, strikes or combination or workmen, lockouts, or other labor disturbances, any delay in the issuance of any necessary governmental license, permit, or approval, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of TTS.
- b In the event of such a delay, the dates for delivery and completion shall be extended for a period equal to the time lost by reason of delay.
- c If TTS is delayed by the actions or failure to act of the Client, its agents, subcontractors, or assigns, or by any governmental entity, then the dates of shipment and completion shall be extended by a period equal to the time lost by reason of delay. Furthermore, the Client shall reimburse TTS for all costs incurred by TTS as a result of the delay.

NO SCHEDULE FOR PERFORMANCE OF SERVICES OR DELIVERY OF GOODS SHALL BE BINDING OR ENFORCEABLE UPON TTS UNLESS IT HAS BEEN AGREED TO BY TTS IN WRITING

11. Limitation of Liability

IT IS EXPRESSLY AGREED THAT TTS'S SOLE OBLIGATIONS AND LIABILITIES RESULTING FROM A BREACH OF THIS AGREEMENT, AND CLIENT'S EXCLUSIVE REMEDIES FOR ANY CAUSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING FROM NEGLIGENCE) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY, ARE LIMITED TO THOSE SET FORTH HEREIN, AND ALL OTHER REMEDIES OF ANY KIND ARE EXPRESSLY EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT UNDER NO CIRCUMSTANCES SHALL TTS'S LIABILITY EXCEED THE PRICE AS SET FORTH IN TTS'S PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR THE LEGAL THEORY PLED OR ASSERTED. IN NO EVENT SHALL TTS BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, OR LOSS OF A BUSINESS OPPORTUNITY), SPECIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR NOT, OCCASIONED BY TTS'S FAILURE TO PERFORM HEREUNDER, ANY DELAY IN TTS'S PERFORMANCE, FAILURE OF THE CLIENT TO PERFORM, OR ANY OTHER CAUSE OF ACTION WHATSOEVER. LIQUIDATED DAMAGES FOR DELAY OR NON-PERFORMANCE SHALL NOT APPLY TO THIS TRANSACTION UNLESS EXPRESSLY AGREED TO BY TTS IN WRITING.

12. Indemnity and Defense

For the good and valuable consideration recited herein, the sufficiency of which is acknowledged, and to the maximum extent permitted by law, Client hereby indemnifies TTS, and agrees to save, defend and hold TTS harmless against all losses, damages, liability, costs and expenses

(including attorneys' fees and costs incurred in defending such claims or demands regardless of whether they result in legal action or are prosecuted to final judgment or award), arising out of, or related to, the Agreement, the Equipment, any property damage, injury, or illness allegedly caused by Client's operation of the Equipment furnished hereunder, any negligent, intentional, or tortious act or omission of Client, any failure to comply with any export/import law, or trade restriction, or any material breach by Client of these terms.

The duty to defend under this section is independent from and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of TTS. The duty to defend arises immediately upon presentation of a claim by any party, and written notice of such claim being provided to Client. Client's obligation to indemnify and defend TTS will survive the expiration or earlier termination of this Agreement, until it is determined that claims for the matter indemnified hereunder are fully and finally barred by the applicable statute of limitations.

13. Changes

Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the Equipment must be agreed to in writing by TTS and may result in a price and delivery adjustment by TTS. If a change in the contract specifications, quantities, destinations, or shipping schedules results in a change in price, all installments shall be adjusted accordingly. However, if the change results in a decrease in price, then the payments previously made shall be retained by TTS and applied to subsequent payments as they become due. In the event of a cancellation or termination of this Agreement, if the amount theretofore paid exceeds the cancellation charges, the excess shall be refunded to the Client.

If deliveries are delayed by Client, and TTS agrees to a revised delivery schedule in writing, due dates of payments shall be based on the revised delivery schedule. Payments already made shall be retained by TTS and applied to payments as they become due.

14. Termination

Termination of this Agreement prior to expiration of its term for any reason shall be effective only upon written notice of termination and receipt by TTS of payment by Client for all costs incurred by TTS for services performed and/or goods supplied from the date of order through the close of business on the date of termination ("Termination Costs"). The Termination Costs shall include, without limitation, all costs incurred by TTS in preparing the goods for Client's use at TTS's facility from the date of Client's Order through close of business on the date of termination.

15. Termination For Default

The due fulfillment by Client of all the conditions set forth above, including the issuance of acceptable, irrevocable letters of credit and the making of payments thereunder as prescribed within the times specified hereunder are the essence of this Agreement and the failure to fulfill any such conditions shall constitute a breach of contract by Client.

Should Client fail to fulfill any of the conditions of this clause, TTS may terminate or suspend work or performance under the Agreement upon written notice to Client. Any cost incurred by TTS in accordance with such suspension shall be added to the contract price. In the event that Client does not correct such failure in the manner and time satisfactory to TTS, then TTS may, at its option, terminate the Agreement with respect to the portion of equipment not delivered and work not yet performed and TTS's termination charges shall be paid by Client to TTS upon presentation by TTS of its invoices under the letter of credit to the extent funds are available. Furthermore, should Client fail to fulfill any of the conditions of this clause, TTS's Limited Warranty shall be void.

Performance of TTS's obligations shall be extended for a period equaling the period of Client's non- fulfillment of any portion of the payment terms, whether or not TTS suspends performance.

16. Non-Waiver of Breach

Either party hereto may specifically waive any breach of this Agreement by the other party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a



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continuing waiver of similar or other breaches. A waiving party, at any time and upon notice given in writing to the breaching party, may direct future compliance with the waived term or terms of this Agreement, in which event the breaching party shall comply as directed from such time forward.

17. Choice of Law: Jurisdiction: Jury Trial Waiver

This Agreement, and the commercial relationship between Client and TTS, shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to conflicts of laws rules. The Client hereby consents and submits to the jurisdiction and venue of the courts of the Ninth Judicial Circuit in and for Orange County, Florida and the United States District Court, Middle District of Florida, for any legal action arising under, or related to, this Agreement or the Equipment.

CLIENT WAIVES ANY DEFENSE BASED UPON LACK OF JURISDICTION, IMPROPER VENUE, INCONVENIENT FORUM, OR SOVEREIGN IMMUNITY. CLIENT AND TTS WAIVE ALL RIGHTS TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS, AND SUITS OF ANY KIND ARISING FROM, OR RELATING TO, THIS AGREEMENT.

18. Notices

Each party shall provide the other party with a telephone number to be used for routine and emergency operational notifications. For routine notifications, any such telephonic notification shall be followed up with written notification as outlined below.

All notices and other communications from either party to the other hereunder shall be in writing and shall be deemed received (i) when actually received if personally delivered, (ii) upon acknowledgment of receipt if sent by facsimile, (iii) when actually received if sent by an internationally recognized overnight courier, or (iv) upon the expiration of the third business day after being deposited in the United States mails, postage prepaid, certified or registered, addressed to the other party at the address shown for each party on the Proposal.

19. Severability

Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to any law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in such event the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby, and all such other provisions shall continue in full force and effect.

20. Successors

This Agreement shall be binding on and shall inure to the benefit of any and all successors of the parties.

21. Rules of Construction and Headings

Any ambiguities shall be resolved without reference to which party may have drafted this Agreement. The description headings of the several sections and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

22. Merger

Unless specifically otherwise agreed by TTS and Client in a mutually executed writing, these Terms and Conditions, together with the TTS Proposal (collectively, "the Agreement"), comprise the entire agreement between the parties for the Equipment and/or Services described in the TTS Proposal. The Agreement contains the entire binding and enforceable agreement between the parties pertaining to the subject matter and, except as set forth herein, overrides all prior negotiations, proposals, verbal or written representations by TTS, and other documents. No other agreements, representations, or understandings that are not specifically contained in the Agreement will be binding upon any of the parties hereto, irrespective of any signature by any officer, employee, or agent of TTS. In the event that Client is provided or provides TTS with a purchase order or similar document in connection

with the purchase of the Equipment, the terms of the Agreement shall supersede any conflicting terms of any such documents. The terms and conditions of the Agreement are binding upon the parties, their successors, and permitted assigns, and cannot be modified or amended unless all parties agree in a mutually executed writing. TTS does not authorize any other person or entity to assume for it any liability, in connection with the subject matter hereof. In the event that any of the terms and/or provisions hereof are in violation of or prohibited by any Law, such terms and provisions shall be deemed amended to conform thereto without invalidating any other provision of this Agreement.

23. Survival of Terms

The following provisions shall survive termination, and completed performance of this Agreement, as long as necessary to allow the aggrieved party to fully enforce such clauses: 1, 8, 9, 10, 11, 17-25.

24. Waiver

The failure of TTS to insist at any time upon the strict performance of any of the terms, covenants, or conditions of the Agreement or to exercise any right or remedy herein, or the waiver by TTS of any breach thereof shall not be construed thereafter as waiving any such terms, covenants, conditions, rights or remedies.

25. Litigation Expenses: Right to Cure

The parties understand and agree that, in the event any party to this Agreement is required to take, or respond to, any action at law or in equity to enforce any portion of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all costs, expenses, and reasonable attorney's fees incurred in taking or responding to any such action, in addition to any legal or equitable relief that may be awarded by the Court.

TTS shall not be in default under this Agreement unless it has failed to cure a breach within thirty (30) days following receipt of written notice from TTS or, if such cure cannot reasonably be cured, within such time as may be reasonable.

Individual Professionals Limitation of Liability Statement
PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, TURBINE TECHNOLOGY SERVICES CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. PURSUANT TO SAID STATUTE, AND TO THE MAXIMUM EXTENT PERMITTED BY ANY OTHER APPLICABLE LAW, TTS AND CLIENT AGREE THAT NO INDIVIDUAL, PROFESSIONAL, EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATING TO THIS CONTRACT. THIS LIMITATION OF LIABILITY PROVISION SHALL SURVIVE THE TERMINATION AND/OR COMPLETED PERFORMANCE OF THIS AGREEMENT.

SOFTWARE LICENSE AGREEMENT

IN CONSIDERATION of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, TTS and Customer (collectively, "the parties") agree to the following terms that shall govern any provision of TTS Software:

[For the purposes of this Agreement, "TTS Software" shall mean, collectively, any and all electronic programs, together with any physical media on which such programs are stored, provided by TTS pursuant to its Scope of Services.]

1. **Software License**. TTS hereby grants to Customer a non-transferable, non-exclusive, non-sub-licensable, and revocable right to access and use the TTS Software during the term of this Agreement solely for Customer's internal business purposes. Customer receives no title or ownership rights to the TTS Software. Customer acknowledges that TTS and/or its licensors own all intellectual property rights in and to the TTS Software and any related systems, software, website, materials, and other



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content that is developed by or for TTS or its licensors. Customer is responsible for procuring, paying for, and the ongoing support of any hardware and connectivity necessary to operate the TTS Software.

2. **Term.** The term of this Software License Agreement shall be commensurate with the term of the written contract between TTS and Customer. Upon termination of the Agreement, the TTS Software license is revoked, and Customer shall stop using the TTS Software in any manner.
3. **Confidential Information.** During the course of this Agreement, each Party may disclose to the other Party certain proprietary information (either oral, written, or digital) including, but not limited to, trade secrets, technical information, source code, product information, or information that otherwise by its nature would commonly be considered confidential or proprietary (collectively, "Confidential Information"). Customer Confidential Information shall include inventory lists and purchasing information accessible by TTS via the TTS Software. For purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as "Discloser" and the Party receiving the Confidential Information shall be "Recipient." Recipient shall hold Confidential Information in confidence and shall take reasonable and prudent safeguards against improper use and disclosure, including at least, all safeguards used by Recipient to protect its own Confidential Information. Recipient shall not disclose Confidential Information to any third party and shall use it for the sole purpose of performing its obligations or exercising its rights under this Agreement. Recipient may disclose the Confidential Information only to its employees and contractors who need to know the Confidential Information for purposes of performing under this Agreement and who are bound by confidentiality agreements that are no less restrictive than this Agreement.
4. Receiving Party will give immediate written notice to Disclosing Party of any unauthorized use or disclosure of the Confidential Information that comes to the attention of Receiving Party and agrees to assist Disclosing Party in remedying such unauthorized use or disclosure. The term "Confidential Information" shall not include any information which: (i) is in the public domain; (ii) Recipient can demonstrate is already in its possession prior to disclosure hereunder; (iii) is subsequently disclosed to Recipient with no obligation of confidentiality by a third party having the right to disclose it; (iv) is independently developed by Recipient without reference to the Confidential Information; or (v) was disclosed pursuant to a written authorization by Discloser. Recipient may disclose Confidential Information pursuant to subpoena or order of any competent court or government agency; provided that, prior to disclosure, and if legally permitted, Recipient informs Discloser of such order. At the conclusion of this Agreement, Recipient shall either return the Confidential Information (including all copies) or shall, at Discloser's direction, destroy all of the Confidential Information and certify, upon request, its destruction. Each Party agrees that breach of this Section may result in irreparable damages, and each Party agrees that the remedy of damages would be inadequate to compensate Discloser for any breach by Recipient of its obligations set out under this Section. Accordingly, each Party agrees that, in addition to any other remedies that may be available, Discloser shall be entitled to seek injunctive relief against the threatened breach of this Section or the continuation of any such breach by Recipient, without the necessity of proving actual damages or posting bond.
5. **Restrictions of Use.** Customer agrees not to: (i) modify, adapt, alter, translate, or create derivative works from the TTS Software; (ii) distribute, sublicense or transfer the TTS Software to any third party; (iii) reverse engineer, decompile, or disassemble the TTS Software; (iv) violate or bypass security meant to limit or prevent access to the TTS Software; (v) use the TTS Software to transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, or (vi) use the TTS Software on, or associated with, any Equipment for which the TTS Software is not expressly authorized.

6. **EXPRESS LIMITED WARRANTY ON TTS SOFTWARE.** THE FOLLOWING WRITTEN WARRANTY SHALL PROVIDE THE EXCLUSIVE REMEDY IN THE EVENT OF ANY DEFECTS ARISING IN RELATION TO THE TTS SOFTWARE: FOR 365 DAYS ["THE WARRANTY PERIOD"] FROM THE DATE OF CUSTOMER'S ACCEPTANCE OF THE TTS EQUIPMENT, TTS WARRANTS THAT THE TTS SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AGREEMENT UNDER NORMAL USE. CUSTOMER'S SOLE REMEDY PURSUANT TO THIS SECTION SHALL BE, AT TTS'S OPTION, A REFUND OF THE PURCHASE PRICE OF THE PRODUCT CONTAINING THE TTS SOFTWARE, REPAIR OF THE TTS SOFTWARE, OR REPLACEMENT OF THE TTS SOFTWARE. ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY TTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
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