



TEI STANDARD SERVICE TERMS

These TEI Standard Service Terms (these “Terms”) govern all services and deliverables provided to you (“Client”) by TEI Analytical Services, Inc., and any subsidiaries and successors (collectively, “Supplier”). In the event of any dispute between Client and Supplier, Client’s recourse shall be limited to the specific Supplier company that performed the services or provided the deliverables. These Terms, including any Purchase Order, Statement of Work, or Order Acknowledgment entered into by the parties, constitute the entire agreement between the parties in relation to its subject matter and supersede any and all prior agreements, understandings, or arrangements between them, whether oral or in writing, in relation to such matters. Supplier rejects any additional, different, or inconsistent terms or conditions delivered with or contained in Client’s purchase orders, order acknowledgment forms, correspondence or other standard business forms or documents, and no such terms or conditions shall alter the terms and conditions of these Terms or those of an SOW or an Order.

SCOPE OF SERVICES

Supplier shall only perform those services (the “Services”) and provide those related deliverables (the “Deliverables”) that are specifically described in a Purchase Order, Statement of Work, or Order Acknowledgment (each, an “Order”) signed by authorized representatives of both parties, and Supplier shall not be responsible for any services, deliverables, or any other matters not documented in a fully-executed Order, as applicable. Supplier will provide equipment and labor qualified to provide the Services. Any descriptions, statements, comments, or representations outside of the Deliverables made by an employee or agent of Supplier in the course of performing the Services will reflect the opinion or observations of such employee/agent based solely upon data available at the time of performing the Services and will not be construed as representations, warranties, or modifications to these Terms. Client shall be responsible for all engineering, repair, modification, and use decisions, including, without limitation, decisions regarding the scope and frequency of inspections, the inspection techniques to be used, and the codes, procedures, and acceptance criteria to be followed by Supplier. 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 or decisions made by Client (or Client’s consultants and other contractors 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. Client shall provide Supplier with access to the site where the Services are to be performed or the Deliverables are to be provided and shall ensure that: (i) there are no encumbrances, structures, or other physical barriers that would prevent Supplier from accessing the items that are the subject of the Services; (ii) such site is safe for Supplier and its employees to provide the Services or deliver the Deliverables; and (iii) such site is compliant with all applicable laws, rules, and regulations so that Supplier may perform the Services and deliver the Deliverables. The parties may only make modifications to the scope of the Services set forth in a Order by entering into a written change order that is signed by authorized representatives of each party.

Statements of Conformity, Measurement Uncertainty, and Acceptance Criteria:

The Client shall be responsible for, without limitation, specifying the acceptance criteria, standard, code, and procedure required by the supplier. When a statement of conformity to a specification or standard is provided, measurement uncertainty is not considered unless otherwise requested in writing by the Client and specified on the report. All interpretations are documented and will not fall outside of the results of testing and examination.

TERM; TERMINATION

Unless otherwise provided in an Order, the applicable Order will remain in effect from the date such Order is fully executed by authorized representatives of each party until all Services have been completed, all Deliverables have been delivered, or either party terminates it in accordance with these Terms or by providing the other party written notice. In the event of any such termination, Client shall make prompt payment for all Services and Deliverables properly performed and delivered prior to the effective date of termination.

In the event of a breach of any material term of these Terms or terms agreed to in an Order, the non-breaching party may immediately suspend performance of its obligations. If the breaching party fails to cure the breach within 10 business days of its receipt of written notice setting forth the breach and proposed cure, the non-breaching party may immediately terminate any outstanding Order. If Supplier terminates an Order because of a Client's material breach, then Supplier shall provide to Client a final invoice for the Services and Deliverables performed and delivered prior to the effective date of termination. Client shall pay such amount plus the Termination Payment. The "Termination Payment" will be equal to 10% of the difference between the price or estimate, as applicable, for such Services and Deliverables as set forth in the applicable Order (as amended by Supplier's progress reports or change orders, if any) and the sum of all payments made by Client, including the final invoice. Client's payment obligation shall not be subject to set-off in any manner.

Either party may immediately terminate any outstanding Order upon written notice to the other party if: (i) the other party becomes insolvent or fails to provide written assurance to the requesting party of its ability to pay its debts as they become due; (ii) a receiver is appointed for the other party or its property; (iii) the other party makes an assignment for the benefit of its creditors; (iv) proceedings are commenced by or for the other party for relief under bankruptcy, insolvency, or debtor's relief law and not discharged within 60 days; or (v) the other party commences proceedings or takes action to liquidate or dissolve its business or attempts to do so.

PAYMENT

Unless otherwise provided in the applicable Order, Client shall pay for all Services on a time-and-materials basis pursuant to rates set forth in the applicable Order (the "Fees"). Each Order will be invoiced separately. Client shall make payments in full within 30 days of the date appearing on the face of the invoice. Thereafter, Supplier may impose a late charge of 1% of the unpaid balance of the invoice per month. Notwithstanding anything in these Terms to the contrary, Client shall compensate Supplier for costs, other overhead, and expenses that are incurred by Supplier as a result of (i) delays, cancellations, or postponements caused by Client; (ii) Client's engineering, repair, modification, and use decisions, including, without limitation, decisions regarding the scope and frequency of inspections, the inspection techniques to be used, the codes, procedures, and acceptance criteria to be followed, and additional quality assurance enhancements offered by Supplier (such as a dedicated site supervisor), in each case that are not specified or contemplated by the applicable Order; and (iii) any changes set forth in a Change Order that result in an equitable adjustment to the Fees.

ACCEPTANCE

Payment shall constitute acceptance of the Services and the Deliverables, such that Supplier is deemed to have met all requirements set forth in an SOW or an Order, as applicable. Client must identify deficiencies in the Services or the Deliverables and provide a written rejection within 15 business days of completion of the Services or receipt of the Deliverables, as applicable, for such rejection to be effective. Any rejection of the Services or the Deliverables after either payment or more than 15 business days following the date of completion of the Services or receipt of the Deliverables, as applicable, will be ineffective.

TITLE AND RISK OF LOSS

Title and risk of loss to any materials and equipment furnished by Client shall remain with Client. Title and risk of loss to materials and equipment furnished by Supplier during performance of the Services shall pass to Client upon installation if Supplier, or any person at the request or direction of Supplier, is responsible for installation under the applicable Order. Otherwise, risk of loss shall pass to Client upon delivery. Title shall pass to Client upon payment in full to Supplier.

OWNERSHIP OF INFORMATION

Any work product of Supplier, regardless of when created, shall be owned by Supplier and may be used by Supplier for its own purposes. Such work product will include: (i) analytical output data and input parameters that are required to operate and maintain the facility that is the subject of the Services, and (ii) as-built configuration data, materials data and inspection parameters contained in the acceptance and pre-Service inspection procedures, calibration records and examination reports as required to support subsequent inspections and/or repairs (collectively, “Work Product”). Notwithstanding Supplier’s ownership of Work Product, Supplier hereby grants to Client a fully paid, non-exclusive, transferable, royalty-free, restricted license to use Work Product solely for purposes associated with Client’s facilities (e.g., operation, maintenance, and inspection), provided that if Client requires Work Product to be disclosed to its consultants or other suppliers, Client shall obtain the third party’s prior written agreement not to disclose or use Work Product at any time and in any manner that would compete with Supplier in the same or similar fields of use related to Work Product. Client shall notify Supplier of any such disclosure to a third party. Disclosure may not be made to a third party who is a competitor of Supplier without Supplier’s prior written consent.

CONFIDENTIALITY

Client and Supplier shall maintain in strict confidence all Confidential Information obtained or received by it and shall only disclose or use such Confidential Information as is reasonably required hereunder or to the extent required by applicable law. “Confidential Information” means all information provided by a party and its designated representatives to the other party, whether orally or by means of written material, including, without limitation, plans, specifications, financial or business data, or projections or any other forms of business information. Notwithstanding the foregoing, a receiving party shall not have any confidentiality obligations for information that is shown to be (i) independently developed by the receiving party with no input, information, or assistance from the disclosing party; (ii) lawfully obtained from sources other than the disclosing party; (iii) plainly and clearly not intended by the disclosing party to be treated as confidential information; or (iv) in the public domain. Each party shall be responsible for any breach of this section by any of its employees, agents, representatives, affiliates, or subcontractors. In the event of breach of any of the provisions of this section by the receiving party, the disclosing party will be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or equity. **If Client uses any reports, designs, drawings, or other materials provided by Supplier for any other purpose or if Client modifies such reports, designs, drawings, or documents, Client shall indemnify and hold Supplier harmless from any claims or losses resulting from such use or modification.**

PERFORMANCE OF THE SERVICES

Supplier shall perform the Services and provide any associated Deliverables in accordance with the relevant and applicable standard of care and consistent with the industry standards, codes, protocols, or other guidelines specified in the applicable Order. If a court of competent jurisdiction determines that Supplier has breached the applicable standard of care or has otherwise failed to perform the Services or provide the

Deliverables in accordance with the industry standards, codes, protocols, or other guidelines specified in the applicable Order, Client's sole and exclusive remedy shall be corrective work by Supplier or, at Supplier's option, a refund of the amount actually paid for such Services or Deliverables found to be deficient. THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS OR IN AN ORDER ARE THE ONLY WARRANTIES MADE BY SUPPLIER AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTY AGAINST THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. ANY LEGAL CLAIM MADE IN A COURT OF COMPETENT JURISDICTION ARISING OUT OF OR MADE IN CONNECTION WITH THE SERVICES OR THE DELIVERABLES PROVIDED UNDER AN ORDER MUST BE FILED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION. EACH PARTY ACKNOWLEDGES AND UNDERSTANDS THAT THIS ONE-YEAR LIMITATION PERIOD MAY BE SHORTER THAN OTHERWISE PROVIDED UNDER THE LAWS OF SOME STATES. EACH PARTY FURTHER AGREES THAT A REDUCED LIMITATIONS PERIOD OF ONE YEAR IS NECESSARY TO ENSURE THE PROPER PRESERVATION OF EVIDENCE AND WITNESSES AND TO ACHIEVE A SPEEDY AND COST-EFFECTIVE RESOLUTION OF ANY POTENTIAL DISPUTE.

INDEMNITY

EACH PARTY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY AND ITS AFFILIATES, DIRECTORS, MANAGERS, PARTNERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FROM AND AGAINST CLAIMS OF THIRD PARTIES FOR ALL LIABILITIES, DAMAGES, LOSSES, CLAIMS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEYS' AND EXPERT FEES (THE "CLAIMS") TO THE EXTENT THAT THE CLAIMS RESULT FROM OR ARISE OUT OF A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, SUBJECT TO THE LIMITATIONS OF LIABILITY STATED IN THESE TERMS.

LIMITATIONS OF LIABILITY

SUPPLIER'S TOTAL LIABILITY TO CLIENT AND CLIENT'S INDEMNITEES UNDER OR IN CONNECTION WITH AN ORDER, THE BREACH THEREOF, OR THE SERVICES OR DELIVERABLES, REGARDLESS OF THE FORM OF ACTION IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THE APPLICABLE ORDER UNDER WHICH THE LIABILITY AROSE. NOTWITHSTANDING ANY PROVISION IN THESE TERMS OR IN AN ORDER TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNITEES FOR, AND EACH PARTY RELEASES THE OTHER PARTY AND ITS INDEMNITEES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSSES RELATING TO BUSINESS INTERRUPTIONS, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, GOODWILL, REPUTATIONAL DAMAGES, LOST REVENUES, DOWNTIME, OVERHEAD EXPENSES, LOSS OF USE, PRODUCTION LOSSES, DATA LOSSES, OR OTHER ECONOMIC LOSSES, HOWSOEVER CAUSED, REGARDLESS OF WHETHER SUCH DAMAGES OR LOSSES ARISE OR RESULT, IN WHOLE OR IN PART, FROM NEGLIGENCE (WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT, ACTIVE OR PASSIVE), GROSS NEGLIGENCE, STRICT LIABILITY, CONTRACT BREACH, BREACH OF WARRANTY, OR ANY OTHER THEORY OF LEGAL LIABILITY ATTRIBUTABLE TO THE OTHER PARTY OR ITS INDEMNITEES. SUPPLIER SHALL NOT BE RESPONSIBLE FOR, AND CLIENT SHALL DEFEND AND INDEMNIFY SUPPLIER AGAINST AND FOR, ANY DAMAGE, LOSS, CLAIM, INJURY, OR EXPENSE INCURRED OR ASSERTED BY CLIENT OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO CLIENT'S MAINTENANCE, POSSESSION, USE, OR MISUSE OF ITS OWN ASSETS, PROPERTY, AND FACILITIES AND ANY PRODUCTS IT PURCHASES FROM SUPPLIER.

FORCE MAJEURE

Neither party shall be held responsible or liable for any loss, damage, or delay caused by accidents, strikes, fires, floods, or other circumstances or causes beyond its reasonable control (each, a “Force Majeure Event”). If either party discovers that it is delayed or prevented in the performance of any of its obligations under the applicable Order by a Force Majeure Event, that party shall give written notice to the other party describing the Force Majeure Event within two business days of its occurrence. The affected party shall not be liable for such delay or non-performance attributable to the Force Majeure Event, and the time for performance of the affected obligation will be extended by such period as is reasonable to enable that party, using all reasonable efforts, to perform that obligation. A party’s performance under this section will be suspended only for so long as the Force Majeure Event exists. Notwithstanding the foregoing, a Force Majeure Event will not excuse Client’s duty to make timely payment due under these Terms or the applicable Order.

INDEPENDENT CONTRACTOR

The parties acknowledge that in providing the Services under the applicable Order, Supplier is acting solely as an independent contractor and not as an agent or employee of Client. Neither party has the authority to bind the other to any third person, to incur any debts or liabilities in the name of or on behalf of the other party, or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties. Nothing contained in these Terms or in the applicable Order is intended to give rise to, or gives rise to, a partnership, joint venture, agency, fiduciary, employment, or other relationship between the parties or imposes upon the parties any of the duties or responsibilities of partners, joint venturers, or employer-employee beyond the relationship of independent parties to a commercial contract.

GOVERNING LAW; VENUE

The parties agree that these Terms and any Order will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws principles. For any dispute arising out of or in connection with these Terms or any Order, the parties’ consent to the exclusive jurisdiction of the state and federal courts of competent jurisdiction situated in Harris County, Texas, waiving any available objection for *forum non conveniens*. THE PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OR ANY ORDER.

MISCELLANEOUS

In the event of a conflict between these Terms and the terms of any Order, these Terms shall control unless the conflicting term in an Order specifically references the inconsistent provisions of these Terms to be superseded, in which case the conflicting term set forth in such Order shall control to resolve such conflict only with respect to, and for the limited purpose set forth in, such Order. Any modification of these Terms will have no effect unless expressly agreed to in a writing signed by an authorized representative of Supplier. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. No consent or waiver by a party with respect to any provision of these Terms will be effective unless made by a duly authorized representative of such party. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not invalidate or render unenforceable the entire Terms; rather, the entire Terms will be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of each party will be construed and enforced accordingly. The express remedies set forth in these Terms and in an are the sole and exclusive remedies of the parties and in lieu of any other remedies at law or in equity. Notwithstanding anything in these Terms to the contrary, Supplier and Client agree that the terms and conditions herein that by their context are intended to survive or that are expressly stated to survive will survive termination of any related agreement, including an Order.

LIMITED WARRANTY APPLICABLE TO ALL INDUSTRIAL TRADES WORK

All industrial trades work performed by Supplier (“Trades Work”), including insulation, welding, pipefitting, electrical, painting, coating, winterization, construction, fabrication, repair, demolition, and installation services, will include the following Limited Warranty (“Limited Warranty”). Subject to the conditions and exclusions set forth below, all Trades Work will be free from material defects in Supplier’s workmanship for the lesser of 12 months from the date of sale or five business days after the deficiency was or could have been detected by Client (the “Warranty Period”). Client’s sole and exclusive remedy and Supplier’s sole and exclusive liability under this Limited Warranty will be for Supplier to repair or replace the deficiency or, at Supplier’s option, to refund the amount paid for the deficient Trades Work. This Limited Warranty does not apply to materials, components, supplies, parts, or goods manufactured by a party other than Supplier (the “OEM”), such as construction materials and coating products. All such materials will be governed solely by the OEM’s warranty, and Client’s sole recourse with respect to such materials will be under the OEM’s warranty to the extent the warranty is transferrable to Client. This Limited Warranty does not apply to any damage, failure or other issues caused by Client’s failure to comply with Supplier’s or the OEM’s instructions, requirements or warranty conditions.

ADDITIONAL TERMS THAT GOVERN ALL RADIOGRAPHIC SERVICES

When providing radiographic (“RT”) services, Supplier will provide film/images and reports to Client as determined by Client (ex: to whom and how often film and reports should be turned in) and specified in the applicable Order. Upon receiving an RT report from Supplier, Client (and, where applicable, the owner-operator) shall be responsible for: reviewing the report to make sure that the correct codes, procedures, and acceptance criteria are listed in the report; ensuring that Client has received all film for all views listed in the report; maintaining custody of the film and report thereafter; reviewing the film as Client (and, as applicable, owner-operator) deems appropriate; and advising Supplier of any issues Client has identified with the report or film no later than five business days after Client’s receipt of the report. Client and/or the owner-operator shall be responsible for permanent custody of film and the final disposition of each component (ex: weld) inspected. Any film not collected by Client when the report is submitted will be disposed of by Supplier. Client and Supplier acknowledge that experienced radiographers can have differing interpretations of the same radiographic image.

ADDITIONAL TERMS THAT GOVERN ALL ADVANCED SERVICES SUCH AS SHEAR WAVE ULTRASONICS (INCLUDING TIME OF FLIGHT DIFFRACTION (TOFD) AND PHASED ARRAY)

Statements, findings, results, and 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 opinions through a second method whenever practicable.

ADDITIONAL TERMS THAT GOVERN ALL PIPELINE INTEGRITY SERVICES

Client is responsible for making all repair, recoat, replacement, and similar decisions, including decisions based on or regarding inspection results, remaining strength calculations, and Client’s Integrity Management Program (“IMP”). Client is responsible for determining the specific remaining strength calculation to be performed (B316, B316 modified, R strength, etc.) and the design factor to be used. Supplier cannot be responsible for selecting or making any recommendations regarding the correct calculation method or design factor. When performing calculations, Supplier’s obligation shall be limited to entering data into the software and providing the calculation results to Client. Supplier does not make any representations regarding the accuracy of the data or the results of the software calculations. Client is

responsible for all decisions regarding its IMP. Supplier does not make any representations regarding, and shall not have any liability for, any recommendations, proposed changes, updates, and similar statements from Supplier's employees regarding Client's IMP.

**ADDITIONAL TERMS THAT GOVERN ALL
CONDITION MONITORING AND RELIABILITY ENGINEERING WORK**

Any reports, maintenance plans, oil analysis data, and other written materials or statements provided by any employee of Supplier ("Information") are intended for use by or under the supervision of a Professional Engineer employed by Client or retained by Client from another vendor. The Information does not contain engineering advice or recommendations. Client warrants that it has a Professional Engineer on its staff who will review the Information and make all repair, replace, and other engineering decisions, including maintenance plans that it deems appropriate. Client shall at all times be responsible for making all final decisions regarding all routes, techniques, frequency of inspections, codes, standards, procedures, criteria, severity ratings, root causes, and solutions to prevent or correct failures or other problems with Client's equipment. Supplier shall not assume any such responsibility, but absent direction from Client, Supplier will endeavor to make reasonable selections but shall not warrant to Client that it will select the correct ones. The Information is intended to summarize the gathered and processed data, which is intended to supplement condition data already available to Client. The Information is not intended to and shall not provide any judgment as to the safety or integrity of the equipment or components monitored by Supplier, or to diagnose any condition of the equipment or components, including the likelihood or timing of a possible failure. Client shall at all times be responsible for making final decisions regarding maintenance plans. Any statements, recommendations, proposals, or materials prepared by employees of Supplier are recommendations only and shall be subject to final approval and implementation by Client. Where Supplier receives oil analysis reports or data from third party laboratories, Supplier can offer its interpretation of such reports/data subject to final interpretations and decisions by Client, but cannot attest to the accuracy of such reports/data. Location selection and calculation of alarm levels by Supplier shall be done pursuant to the codes selected by Client. If Client has concerns regarding the Information, Client agrees to consult with a Professional Engineer employed by Client or a contractor other than Supplier.

ADDITIONAL TERMS REGARDING PROFESSIONAL ENGINEERING SERVICES

Where Supplier's services include professional engineering services, Supplier warrants that the Services will be performed according to professional engineering standards. 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 the event Client notifies Supplier in writing of any breach of Supplier's warranty with regard to professional engineering Services within 12 months after completion of the Services under the applicable Order, Supplier's sole and exclusive obligation and Client's sole and exclusive remedy will be for Supplier to correct or re-perform the deficient Service, or at Supplier's option, to refund the amount paid for such deficient Service.

**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 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 60 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 SERVICES PERFORMED AT
AMUSEMENT PARKS, THEME PARKS, AND CARNIVAL RIDES**

Notwithstanding any other document to the contrary, Supplier's services at amusement parks, theme parks, carnival rides, and similar facilities are always limited to performing specific tests and procedures on rails, tracks, welds, and other structural components (the "Parts"). Such tests and procedures are not able to detect all flaws or defects, nor are they necessarily able to predict future failures of any such inspected Parts. Supplier does not, under any circumstances determine whether, certify, or warrant that rides and other equipment at amusement parks, theme parks, carnival rides, or similar facilities are in good working order, are operating safely and properly, or comply with any federal, state, local, or similar laws or regulations.

ADDITIONAL TERMS REGARDING MECHANICS' LIENS, CLAIMS, AND ENCUMBRANCES

Supplier is entitled to file mechanics' liens, claims, and encumbrances against Client's or, as applicable, a project owner's buildings, structures, or land for any materials, services, and documentation provided by Supplier to Client. By receiving performance hereunder, Client represents and warrants to Supplier that Supplier's materials, services, and documentation are furnished at the request of and for the benefit of Client and that Supplier has received Client's authorization for Supplier to file mechanics' liens, claims, and encumbrances against the Client's or project owner's buildings, structures, or land. Supplier shall have no obligation if any other person or entity (including, without limitation, a subcontractor) wrongly files or causes to be filed a mechanics' lien, claim, or encumbrance against Client's or project owner's property for labor or materials provided to Client. Supplier and Client agree that this section survives the termination, cancellation, or expiration of any related agreement regarding the Services described herein.

ADDITIONAL TERMS THAT GOVERN ALL UNMANNED AIRCRAFT (DRONE) SERVICES

Client shall obtain access permissions, escorts, clearances, and any other item necessary for Supplier to access the jobsite. Supplier shall perform all services in compliance with federal, state, and local laws. Supplier retains the right to refuse or suspend operations due to circumstances that Supplier in its sole

reasonable judgment deems unsafe, including inclement weather, temporary flight restrictions (TFRs), security concerns, airspace issues, and unsafe site conditions. While Supplier will work to minimize all disruptions, flights that are cancelled or delayed due to circumstances outside of Supplier's control (e.g., high wind, limited visibility, or any other unsafe condition) may result in additional standby and mobilization fees.

APPLICABILITY OF THESE TERMS

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 OR SERVICES OR SEND AN EMAIL TO SCOTT.WEISS@TEIASI.COM.