



*Applies to quotes dated July 1, 2024 – September 23, 2024. For quotes dated prior, refer to the original document.*

1. **General.** These Quote Addendum Terms and Conditions (“Terms and Conditions”) are hereby incorporated in and form a part of the Quotation to which they are attached (collectively referred to herein as the “Agreement”). This Agreement pertains to the purchase of products and/or services offered by Cutsforth, Inc. (“Cutsforth”) by the Customer. Except as provided herein, it is a condition of this Agreement that any unauthorized modification by the Customer of the Terms and Conditions herein contained, have no force or effect and Cutsforth hereby agrees that any such provisions or modifications shall not constitute a part of this Agreement.
2. **Acceptance of Agreement.** By accepting this Quote, the Customer acknowledges having read, understood, and agreed to the terms and conditions outlined herein. Any additional or conflicting terms proposed by the Customer shall not be binding unless expressly agreed upon in writing by both parties.
3. **Payment Terms.**
  - 3.1 **Standard payment terms.** Standard terms of payment are NET 30 DAYS from the date of receipt of invoice; All currency in \$US dollars. Customer shall pay all outstanding sales and use tax or VAT (for international orders). Invoices for product are issued when product ships. Invoices for Mobilization and Service are issued at the completion of the service. Additional mobilization and service charges may be applied in the event that a service schedule is adjusted within ten days of a planned mobilization.
  - 3.2 **Prepayment Requirement.** Cutsforth reserves the right to require partial or full prepayment for products, services, and or software, especially for new customers, large orders, customized products/services, or where deemed necessary based on credit assessment or project requirements. Any prepayment terms shall be communicated to the customer by Cutsforth.
4. **Shipping Terms.**
  - 4.1 **Domestic Shipments.** For shipments within the United States, Standard shipping terms shall be FOB Origin, Freight Prepaid and Charged Back. Shipping costs for US domestic shipments shall be borne by the Customer unless otherwise stated in the quote. Any additional charges incurred due to special delivery requests or expedited shipping shall be the responsibility of the Customer and specified in the invoice.
  - 4.2 **International Shipments.** For shipments outside the United States, Standard shipping terms shall be Ex Works (EXW) Origin, Freight Bill 3rd Delivery times for international shipments may vary significantly due to customs clearance procedures and local regulations. Cutsforth shall provide estimated delivery times, but these are not guaranteed and are subject to delays beyond our control. Unless otherwise specified in the quote, the Customer will be considered the Importer of Record and shall bear all international shipping costs including freight charges, insurance, and any additional fees related to international transportation, as indicated on the invoice.



5. **Order Cancellation.** If an order includes “purchase to order” or “make to order” items, it is expressly understood that such items cannot be canceled after a period of thirty (30) days from the date of issuance of the purchase order. All cancellation requests for these items must be submitted within this specified timeframe.
6. **Return Policy.** Customer may return standard hardware and software within thirty (30) days of the invoice date, as long as the hardware items are unopened in original packaging. Cutsforth reserves the right to charge Customer a fifteen percent (15%) restocking fee for any products returned to Cutsforth. No returns will be accepted after the thirty (30) days has expired. No returns will be accepted if the product packaging has been opened or tampered with in any way. A Return Material Authorization (RMA) number is required for Customer to return any products.
7. **InsightCM™ Software Licensing.** If Customer is purchasing InsightCM™ licensing, the following terms apply.
  - 7.1 **Invoicing.** Software licensing purchased by customer will be invoiced in full at receipt of order (ARO).
  - 7.2 **Renewal timing.**
    - 7.2.1 Renewal date is set at one (1) year from billing by default.
    - 7.2.2 If Cutsforth is performing installation/commissioning services, the renewal date will be set to one (1) year after the completion of installation/commissioning.
    - 7.2.3 If customer purchases hardware that relies on software licensing, the renewal date will be set to one (1) year upon shipment of hardware.
    - 7.2.4 If either installation/commissioning is not scheduled or hardware is not shipped ninety (90) days after receipt of order, the renewal date will be set to one (1) year after ninety (90) days ARO.
  - 7.3 **Subscription Expiration.** Data is no longer acquired following one (1) month grace period after expiration.
  - 7.4 **Renewal Pricing.** This section only applies to the list price of perpetual software licenses.
    - On time renewal: 25% of current list price
    - Within 1 month of expiration: 30% of current list price
    - 1–6 months after expiration: 50% of current list price
    - 7–12 months after expiration: 75% of current list price
    - 12+ months after expiration: 90% of current list price
8. **Online Truing.** If Customer is requesting Cutsforth technicians to perform Online Truing services, the following terms apply.
  - 8.1 While Cutsforth can perform Online Truing under any degree of excitation load, there are conditions that may require load reduction for life safety or preservation of property. On-site



Plant/Customer personnel must be prepared to support the Online Truing process relative to the following items:

8.1.1 Plant must have local and immediate control of the generator on which the Truing is taking place and must have confidence and trust in Cutsforth technicians' recommendations regarding excitation load changes if arcing becomes severe during the process.

8.1.2 Cutsforth technicians may request to modify excitation load pre-emptively if certain conditions exist – examples include but are not limited to significant vibrations or significant arcing that is occurring prior to the initiation of the Online Truing process.

8.1.3 Plant/Customer must provide a reliable means of communication between the exciter location and control room/operators (e.g. direct radio communication).

8.1.4 Plant/Customer must provide an adequate stock of replacement carbon brushes as the Online Truing process may require frequent changing of carbon brushes during the process as brushes wear quickly as the surface of the collector rings undergo changes. Plant/Customer should have at least two full sets of brushes on standby; one full set for the truing process, plus an additional set to be installed at the close of the process.

9. **Warranty.** Cutsforth represents and warrants that, (a) all materials and equipment incorporated in the work shall be new and first-class quality; (b) all Work shall be of good quality and workmanship, free from faults and defects, will comply with all applicable laws and regulations, and be in conformity with the requirements of this Agreement, including any plans or specifications incorporated in this Agreement; (c) it shall have title to all equipment or material furnished hereunder, free and clear of all liens and encumbrances; and (d) the Work will be free from defects in workmanship for a period of one (1) year from the date of completion of the Work ("**Limited Warranty Term**"). If during this warranty period, the Work fails to conform to this warranty, Cutsforth shall promptly re-perform at its own expense such nonconforming portion of the Work in a manner that conforms to this warranty, WHICH RE-PERFORMANCE SHALL INCLUDE, WITHOUT LIMITATION, REPLACING ALL DEFECTIVE EQUIPMENT AND MATERIAL SUPPLIED BY CONTRACTOR AT CONTRACTOR'S SOLE COST. Contact [support@cutsforth.com](mailto:support@cutsforth.com) to request warranty service.

9.1 The Customer is responsible for proper operation and maintenance within industry best practices and standards; this includes proper installation and storage of assemblies and components not installed by Cutsforth. Information substantiating the best practices used in operation and maintenance will be required if a defect is claimed.

9.2 The Limited Warranty Term will be voided if (a) customer fails to follow proper industry operation and maintenance standards; (b) customer uses a non-approved third party for installation or storage of assemblies or fails to follow Cutsforth standards for installation or storage of assemblies and components; or (c) fails to provide Cutsforth with detailed practices in operation and maintenance when making a claim under this limited warranty.

9.3 **Online Truing Disclaimer.** CUTSFORTH'S ONLINE TRUING PROCEDURE IS RESTORATIVE IN NATURE AND DOES NOT ADDRESS A ROOT CAUSE ISSUE WITH GENERATOR PERFORMANCE.



THE MAXIMUM VALUE OF ANY WARRANTY CLAIM CANNOT EXCEED THE ORIGINAL CONTRACT VALUE OF THE TRUING SERVICE. CUTSFORTH MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CUTSFORTH AND EXCLUDED FROM THIS WARRANTY. SPECIFICALLY EXCLUDED FROM THIS WARRANTY ARE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE.

10. **Indemnification.** Customer shall indemnify and hold harmless Cutsforth and its officers, agents, servants and employees, from and against all claims, demands, suits, or actions of every kind or brought for any claim or liability for all damages and costs incurred by Cutsforth arising out of or related to (a) Customer's breach of its obligations under these Terms; (b) Customer's breach of its obligation to comply with all laws, and applicable standards, regulations and specifications; (c) Customer's failure to follow standards, specifications and warnings provided by Cutsforth; (d) the fraudulent or willful conduct by Customer or its employees, agents or subcontractors; and (e) damaged equipment not related to services or products provided by Cutsforth.

11. **Confidentiality**

11.1 **Confidential Information.** "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether disclosed orally or in writing, regardless of whether marked as confidential that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, trade secrets, technical data, proprietary technology, designs, plans, techniques, formulas, drawings, concepts, and any other information deemed confidential by the disclosing party

11.2 **Obligations of Receiving Party.** The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in confidence and to take all necessary precautions to protect such Proprietary Information including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials, but in no event less than reasonable precautions, (ii) not to disclose, provide or make available any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use of such Proprietary Information, except for the evaluation contemplated by this Agreement. The Receiving Party further agrees to limit the use of and access to the Disclosing Party's Proprietary Information to the Receiving Party's employees, directors, officers, consultants and agents who need to know such Proprietary Information for said purposes and shall cause such employees, directors, officers, consultants and agents to comply with the obligations set for herein. These obligations shall survive the termination of this Agreement ("Term").

11.3 **Exceptions to the Restrictions on Use and Disclosure.** The Disclosing Party agrees that the restrictions on disclosure and use set forth in this Agreement shall not apply with respect to information that (i) is in the public domain at the time it is disclosed or becomes part of the public domain after disclosure without Receiving Party's breach of any obligation owed to Disclosing Party, (ii) was in the possession of the Receiving Party or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to the Receiving Party by a third party



without restriction, (iv) was independently developed by the Receiving Party without access to such Proprietary Information, (v) was disclosed to a third party by the Disclosing Party without restrictions on disclosure and use similar to those found in this Agreement, or (vi) is required to be disclosed pursuant to any statutory or regulatory authority or court order, provided the Receiving Party has given the Disclosing Party prompt notice of such requirement and the opportunity to contest it.

## **12. Intellectual Property.**

12.1 Unless otherwise provided in a written Statement of Work, products, services, and software procured under this order are sold commercially by Cutsforth, have not been custom-developed specifically for this order, and are not unique to Customer.

12.2 Cutsforth warrants that it owns all rights, title and interest to all intellectual property associated with its products and services (including without limitation its trademarks, service marks, patents and inventions, modifications, enhancements, improvements, proprietary methodologies, product manuals, procedures, processes and process improvement ideas, techniques, data, forms and templates, design and engineering, tools, or other related technical information) (collectively “Cutsforth Intellectual Property”). Cutsforth warrants that its Products or Services will not infringe upon or violate any trademarks, patents, copyrights or trade secrets of third-party property rights.

12.3 Products or services sold by Cutsforth are subject, in every case, to the condition that acceptance of an order does not convey a license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce Cutsforth’s Products or Services. Product manuals and other Cutsforth documents delivered with products or services connected to this order are considered Cutsforth Intellectual Property and Cutsforth grants Customer a limited license to use Cutsforth Intellectual Property solely for the purpose of operating and maintaining Cutsforth products.

12.4 Any improvements, modifications or enhancements to Cutsforth Intellectual Property made as a result of any suggestions or specifications by Customer inure to Cutsforth’s benefits are included in Cutsforth Intellectual Property. THIS PROVISION SUPERCEDES ANY STATEMENT RELATED TO DELIVERABLES, “WORK FOR HIRE,” OR ANY ASSIGNMENT OF ANY CUTSFORTH INTELLECTUAL PROPERTY, WHICH ARE SPECIFICALLY DISCLAIMED.

**12.5 Software License and Use Restrictions.** Where the Work done by Supplier includes software (“the Software”), Supplier grants the Company the following license along with certain restrictions.

12.5.1 Grant of License: The Software is licensed only to Customer and not sold. Cutsforth hereby grants the Company a revocable, non-transferable, non-sublicensable, non-exclusive, fully paid-up license to use the object code of the Software.

12.5.2 Restrictions: Customer may not (i) copy, alter, enhance or otherwise modify or create derivative works of the Software; (ii) decompile, disassemble, or otherwise reverse engineer the Software; (iii) remove or destroy any proprietary markings, warning notices, confidential legends or any trademarks, trade names or brand names of Cutsforth placed



upon or embedded in the Software; (iv) allow use of or access to the Software, or sublicense, lease, transfer or assign its rights to a third party; (v) use the Software for any activity other than in connection with the Work; (vi) post or transmit into the Software any information or software which contains a virus, Trojan horse, worm or other harmful component.

12.5.3 Infringement: In the event the Software is found to infringe a United States Patent or Copyright, Cutsforth has the right, in its sole discretion, to (i) procure for original purchasers the right or license to continue to use the Software free of the infringement claim or (ii) modify the Software to make it non-infringing, without loss of material

12.5.4 Cutsforth reserves the right, in its sole discretion, to suspend or terminate Customer's access to or use of the Software at any time if Cutsforth believes Customer has acted in violation of these Terms or applicable law, or has attempted to interfere with the Software, or has acted with intent to annoy, abuse, threaten, or harass any other person. Under such termination, all customer rights of use shall end.

### 13. Limitation of Liability.

13.1 **Direct Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR LIABILITY RELATED TO INTELLECTUAL PROPERTY; WORKERS COMPENSATION: OR ARISING OUT OF THE FRAUD OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS, THE TOTAL CUMULATIVE LIABILITY OF SELLER TO BUYER UNDER THIS AGREEMENT FOR ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE LIMITED TO THREE TIMES THE PURCHASE PRICE OF SERVICES UNDER THIS AGREEMENT.

13.2 **Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF SUCH PARTY'S PERFORMANCE UNDER THIS AGREEMENT. The foregoing limitation of liability in no way limits a party's obligations for breach of confidentiality, infringement of intellectual property, violation of law, fraud, gross negligence or willful misconduct.

14. **Insurance.** Cutsforth shall maintain adequate insurance coverage relevant to its obligations during the term of this agreement.

15. **FOREIGN CORRUPT PRACTICES ACT [FCPA].** In addition to other representations, warranties and covenants made by Contractor, in other provisions of this Agreement, Contractor does hereby represent, warrant, and covenant that: (a) No owner, shareholder (direct or beneficial), officer, director, employee, agent, third party representative, subcontractor, contractor or other individual with any direct or indirect beneficial interest in Contractor or Contractor's payments under this Agreement, or any immediate family relation of any such person (collectively, "Interested Persons"), is a foreign Public Official or Entity. A "Public Official or Entity" means (i) an officer, employee, agent, contractor or representative of any government or military, including, but not limited to, a customs official; (ii) any department, agency, corporate entity, instrumentality or political subdivision of any government or military; (iii) any person or commercial entity acting in an official capacity for or on behalf of any government or military; (iv) any candidate for political office, any political party or any official of a political



party; or (v) any officer, employee, agent, contractor or representative of any public international organization, including, but not limited to, the United Nations and World Bank. Contractor shall notify the Company immediately if it learns at any time during the term of this Agreement that (i) an Interested Person becomes a foreign Public Official or Entity, or (ii) a foreign Public Official or Entity acquires an ownership, voting, or economic interest in Contractor or a legal or beneficial interest in Contractor's payments under this Agreement.(b) To Contractor's knowledge, no Interested Person is listed in the following: (i) List of Specially Designated Nationals & Blocked Persons, Office of Foreign Assets Control, U.S. Treasury Department; (ii) List of Debarred Parties, Directorate of Defense Trade Controls, U.S. State Department; (iii) Denied Persons List, Bureau of Industry and Security, U.S. Department of Commerce; (iv) Entity List, Bureau of Industry and Security, U.S. Department of Commerce; or (v) Unverified List, Bureau of Industry and Security, U.S. Department of Commerce (collectively, the "Lists"). Contractor shall notify the Company immediately if, during the term of this Agreement, it learns that (a) any Interested Person appears in the Lists, or (b) any person included in the Lists acquires a legal or beneficial interest in Contractor or in Contractor's payments to be received under this Agreement.(c) Contractor acknowledges and confirms its understanding of the Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended (the "FCPA").(d) Contractor shall comply with Anti-Corruption Laws (defined below) and shall not cause the Company, its subsidiaries or affiliates (collectively, "Affiliates") to be in violation of any Anti-Corruption Law. "Anti-Corruption Laws" mean collectively: (i) the FCPA; (ii) any applicable legislation or regulation implementing the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions; and (iii) all other applicable laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls.(e) There have been no accusations, allegations, claims, investigations, informal inquiries, indictments, prosecutions, charges, or other enforcement actions against Contractor relating to bribery, corruption, money laundering, fraud, obstruction of justice, racketeering, or any other legal or ethical violation. Contractor and, to its knowledge, its employees, directors, owners, contractors, and agents have never violated any Anti-Corruption Law or caused any other party to be in violation of any Anti-Corruption Law.(f) Contractor and its owners, directors, officers, agents, employees, and contractors will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to a Public Official or Entity for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, the Company or its Affiliates, by (i) influencing any official act, decision or omission of such Public Official or Entity; (ii) inducing such Public Official or Entity to do or omit to do any act in violation of the lawful duty of such Public Official or Entity; (iii) securing any improper advantage; or (iv) inducing such Public Official or Entity to affect or influence any act or decision of another Public Official or Entity.(g) Contractor shall ensure that no part of any payment, compensation, reimbursement, or fee paid by the Company to



Contractor pursuant to this Agreement or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a Public Official or Entity.

- 16. EXPORT OF ARTICLES AND TECHNOLOGY.** (a) Definitions. i. "Technology" means Assistance, Technical Data, or any Work Product(s) required for the Development, Production or Use of any Article delivered or disclosed as part of the Work, provided that: (a) "Development" includes, without limitation: design, design research, design analyses, design concepts, assembly and testing of prototypes, pilot production schemes, design data, process of transforming design data into a product, configuration design, integration design, and layouts; (b) "Production" means all production stages, such as: product engineering, manufacture, integration, assembly (mounting), inspection, testing, and quality assurance; and (c) "Use" means operation, installation (including on-Site installation), maintenance (checking), repair, overhaul, or refurbishing. ii. "Article," for purposes of this Section, means any commodity, material, supply, facility, Site, or physical item subject to Export Control Laws iii. "Assistance" means assistance in such forms as instruction, skills, training, working knowledge, consulting services, or any other assistance as determined by a U.S. federal Governmental Authority, and may include the transfer of Technical Data. iv. "Foreign National" means any person or entity defined as a Foreign National or Foreign Person under the Export Control Laws. v. "Technical Data" means information in any form that provides or reflects the Development, Production, or Use of products, services, or information as defined in any applicable Export Control Laws, including Derived Technical Data. vi. "Derived Technical Data" means information or Work Products in any form that is or was derived from or developed using Technical Data. vii. "Export Control Laws" means any Applicable Laws that govern the transfer of Articles and Technology, including but not limited to: the (i) International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. §§ 1701 et. seq; (ii) the U.S. Department of Commerce's Export Administration Regulations ("EAR"), 15 C.F.R. Parts 730-774; (iii) Arms Export Control Act, 22 U.S.C. § 2778a; (iv) International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. Parts 120-130; (v) U.S. Atomic Energy Act, 42 U.S.C. §§ 2011 et. seq.; (vi) U.S. Department of Energy's export regulations, 10 C.F.R. Part 810; (vii) U.S. Nuclear Regulatory Commission's export and import regulations, 10 C.F.R. Part 110; (viii) analogous export control laws of non-U.S. countries, to the extent applicable to either party or the Work; and (ix) all applicable licenses and authorizations issued thereunder. (b) Handling of Export Controlled Articles and Technology. i. Contractor shall not disclose, export, re-export, transfer, or otherwise provide physical or electronic access to Articles or Technology, to or by any Foreign National (including, but not limited to, its employees within the United States, or Technology service providers), except in compliance with the Export Control Laws. Contractor shall indemnify and hold Cutsforth harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees and all other expenses arising from its failure to comply with this Section b.1. Contractor also shall not modify for, or divert such Technology to, any military or unauthorized application, or other end-use or end-user, prohibited by Export Control Laws. ii. Contractor shall develop and implement Technology security procedures to ensure that Technology is accessible only by authorized Foreign Nationals. Contractor must include in any subcontracts for the manufacture of Articles or provision of Technology under this Contract: (a) all the restrictions and limitations stated in this



Section, and (b) a requirement that Contractor's Subcontractors comply with all Export Control Laws. iii. Export Licensing Responsibility. If Contractor's performance of Work requires it to obtain one or more export licenses or authorizations from a Governmental Authority (an "Export License"), then it must acquire such license or approval prior to performance of or actions in support of the Work that require the Export License. The parties shall cooperate with each other and provide all reasonably-requested information to support the timely acquisition of the Export License. However, Contractor is responsible for its own compliance with all Export Licenses, including without limitation, ensuring that all export-related paperwork and documentation are properly completed and timely filed, as well as all Record-keeping requirements. iv. Export Classification. The parties must establish and agree on accurate export classification information for Articles or Technology provided under this Contract. Once established, such classification applies to all such Articles and Technology, and Contractor shall not use or seek approval from a Governmental Authority for alternative export classification(s). v. Destruction of Export Controlled Articles & Technology. Upon completion of performance of Work (or support of Work) and expiration of obligation(s) to preserve Records, Contractor shall destroy, or return to CUTSFORTH all physical and electronic copies of Technology, including archived copies. Destruction shall include permanently deleting any electronic copies from all servers, systems, and local devices. vi. Notice. Contractor promptly shall notify CUTSFORTH in writing if it becomes aware of a violation of Export Control Laws, as applicable to Articles or Technology delivered to CUTSFORTH, and shall cooperate fully and promptly with any internal investigation by either party, or investigation by any Governmental Authority, of such failure to comply. (c) U.S. Trade Control Screening. i. Each Party represents and warrants that neither itself nor its personnel (including its employees, contractors, Contractor's Subcontractors, officers, directors and principal owners) are included on the Consolidated Screening List (CSL) of parties for which U.S. Governmental Authorities maintain restrictions, including on certain exports, re-exports, or transfers of Articles and Technology, as such CSL (currently available at <https://2016.export.gov/ecr>) is updated or revised. ii. Each Party shall screen, against the CSL, its own personnel as well as third parties (including Contractor's Subcontractors and suppliers) that perform or are solicited to perform Work under or related to this Contract. This screening requirement is intended to ensure that any person or entity that is ineligible to perform under this Contract, because of, for example, an embargo, sanction, debarment, or denied party designation, is identified and excluded from performing or supporting Work under this Contract. A party shall notify the other party immediately, in writing, if any of its personnel, Contractor's Subcontractors, or a third-party, performing or supporting Work under this Contract, is on or has been added to the CSL. iii. Each party shall re-screen the personnel and entities subject to this Section on no less than an annual basis. Contractor shall maintain records of its CSL screening as Records for not less than five years following completion of screening and make such Records available to CUTSFORTH upon request. iv. Each party shall incorporate the screening requirements stated in this subsection in all subcontracts with Contractor's Subcontractors, its suppliers and independent contractors that perform or support Work under this Contract. v. The obligations stated in this Section will survive so long as the relevant Export Control Laws are in effect.



17. **Assignment.** Neither party shall assign or transfer their rights or obligations under this agreement without the prior written consent of the other party.
18. **Force Majeure.** Except for the payment of money when due, if because of Force Majeure (as defined below), either party is unable to carry out any of its obligations hereunder, then the obligations of the affected party shall be suspended to the extent made necessary by such Force Majeure and during its continuance, provided however, that the Party giving such notice shall use its reasonable efforts to mitigate the effects of such Force Majeure. "Force Majeure" is defined as an event that was not foreseeable as of the date of execution, was beyond the reasonable control of and without the fault or negligence of the party affected by the Force Majeure, and which event such party could not have avoided by the exercise of due diligence and reasonable care. Events of Force Majeure may include the following: act of God; explosion; fire; flood; drought; epidemic; earthquake; storm; riot; insurrection; blockade; war or other hostilities; strike, lockout or other industrial disturbance (even if such labor difficulty may have been avoided or may be settled by acceding to the demands of the parties in dispute); act or restraint of governmental authority; failure of transportation or usual sources of supply. Material price increases alone cannot and will not be considered causes to declare Force Majeure. Cutsforth shall submit all Force Majeure claims in writing to the Customer within 24 hours of the event for acceptance by the Customer. Acceptance by the Customer will not be duly withheld.
19. **Term.** These terms and conditions shall be effective on the date of acceptance by the Customer, as indicated by the acceptance of the quote or proposal provided by Cutsforth ("Effective Date"). The terms and conditions outlined herein shall remain in effect for the duration of the Agreement between Cutsforth and the Customer, starting from the Effective Date and continuing until the completion of services, or delivery of products and/or software, unless terminated earlier in accordance with the Section 18 of this agreement ("Termination").
20. **Termination.** Either Party may terminate this Agreement by providing written notice of termination to the other party ("Receiving Party"). The termination notice shall specify the effective date of termination, which shall be 30 days from the date of receipt of the notice, unless mutually agreed upon otherwise in writing. Upon the receipt of notice, the Receiving Party shall acknowledge the notice in writing. The termination shall be effective upon the mutual approval and agreement of both parties. Upon the effective date of termination, both parties shall cease performing their obligations under this Agreement, except for those obligations that survive termination as outlined in this agreement. Any outstanding payments, liabilities, or obligations incurred before the effective date of termination shall remain valid and enforceable. Upon termination, the Receiving Party shall promptly return, or if instructed, destroy any property, materials, or confidential information belonging to the Terminating Party in its possession or control. Notwithstanding termination, provisions related to Confidentiality, Intellectual Property, Indemnification, or any other provisions necessary to interpret or enforce the rights and obligations of the parties shall survive the termination of this Agreement.
21. **Governing Law.** This Agreement, and any disputes relating to, arising out of or connected with this Agreement, shall in all respects be governed by United States Federal Law and construed in



accordance with the laws of the State of Minnesota, without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

22. **Entire Agreement.** This document, along with the quote it accompanies, constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements, understandings, and communications.