
General Business Terms - Stryde Solutions

- A. **Services.** It is understood and agreed that Stryde Solutions (hereinafter referred to as "Stryde") shall perform the "Services" described in the Agreement. No warranty, express or implied, is made or intended by this Agreement or by Stryde's oral or written reports. Stryde's approach, recommendations, and associated cost estimates, if any, are based on industry practices and averages. All Client-supplied information, which is provided to Stryde by the Client, owners or third parties, is assumed by Stryde to be correct and complete. Professional opinions are rendered with respect to observations made and data obtained at the time of Services.
- B. **Billings, Payment and Credit.** The Client shall pay Stryde for the Services performed in accordance with the fees set forth in the Agreement. Invoices shall be submitted in accordance with the Agreement and are payable in full upon receipt. If the Services are canceled or placed on hold at the request of the Client, Stryde may invoice the Client for Services rendered or expenses incurred on or prior to the date of interruption. In addition, if the potential financial condition of the Client were to change due to lawsuit, bankruptcy, or other significant incidents, or if Stryde were to become aware of such a change, during the timeframe of performing the Services, Stryde reserves the right to cancel or modify the payment terms of this contract. If Stryde does not receive payment in full within ten (10) calendar days of the date of the invoice, the account shall be deemed delinquent upon written notice to the Client. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less). If a delinquency occurs, Stryde may, at its option (and without relieving the Client from its payment obligation), revoke and disclaim the Client's right to rely on any findings delivered pursuant to the Agreement, until payment in full is made. The Client shall be liable to Stryde for all costs and expenses of collection, including reasonable attorneys and paralegal fees, and court costs. Stryde's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude Stryde from the future exercise of such rights or remedies. If a third party is accepting the Agreement as agent for the Client, such third party represents and warrants to Stryde that it is duly authorized to bind the Client to the terms of the Agreement and guarantees payment for Services.
- C. **Reliance; Assignment.** No other person or entity may rely on the Services or findings without the express written consent of Stryde. Except as described above, the Client shall not assign the Agreement, any report or any related work product, without the prior written consent of Stryde. Any unauthorized reuse or redistribution of Stryde's work product or reports shall be at the Client's and recipient's sole risk, without liability to Stryde. In the event of a challenge by a governmental agency of the report or opinions or conclusions stated therein, Stryde shall, at no additional charge to Client, provide Services to Client to defend the report and the opinions and conclusions stated therein, including but not limited to giving expert testimony in legal proceedings.
- D. **Changes or Modifications in Scope of Agreement.** Should the scope of the Agreement change, Stryde will prepare a Change Order letter outlining the necessary changes and the modification of fees. Stryde will not proceed with the modified scope without Client's prior approval. Fee increases resulting from Change Orders are due upon receipt.
- E. **Documents.** All reports, field notes, calculations, estimates, findings and other documents, data or information prepared by or on behalf of Stryde in connection with the performance of its Services (collectively, "Documents"), shall remain the sole property of Stryde except that the reports produced as part of the Services shall become the property of the Client. All Documents prepared by Stryde for the

Client shall be used solely for the intended purposes described in the Agreement. Client is responsible for retaining original documents as may be necessary to justify reported revenues, expense, etc.

- F. **Client Representation.** All Client-supplied information is to Client's best knowledge and belief, correct and complete. This Agreement cannot be relied upon to disclose errors and irregularities, including fraud or misappropriation of assets that may exist. However, Stryde will inform Client of irregularities that come to its attention, unless they are inconsequential.
- G. **Indemnification.** Client agrees to and does hereby indemnify, save and hold harmless Stryde, its officers, and directors, employees, agents, partners, and successors; and assigns from and against any and all claims, liabilities, injuries, damages, lawsuits, costs or expenses (including attorney's fees), of whatever kind and nature, arising out of or in connection with any false or materially inaccurate representations or documents provided by Client or its officers, directors, employees or agents. In no event will Client be responsible for cost or expenses incurred by Stryde in defending its findings, opinions and conclusions. Should Client elect strategies contrary to Stryde's recommendations that result in additional taxes, penalties, fines, fees, interest or any other damages, Stryde will assume no responsibility for such costs.
- H. **Confidentiality.** Stryde shall not disclose information regarding the Agreement, the Services or any Documents, and any information provided by Client except to the Client, third parties designated by the Client, third parties or agencies as required to fulfill the Services or as required by law. Provided, however, that in the event of a motion to quash or other contest by Client regarding an attempt by any third party to discover or compel the production of the information. Stryde shall not disclose the information until ordered to do so by the appropriate court or tribunal with jurisdiction over the matter.
- I. **Miscellaneous.** Stryde is an independent contractor of the Client, and not the Client's agent. These terms, and the Agreement to which these terms are appended, including any exhibits, shall be governed by, and construed in accordance with, the laws of the State of Michigan (without giving effect to the choice of law principles thereof). Furthermore, the parties agree that any action brought by either party shall be brought and prosecuted within the jurisdiction of the state courts located in Genesee County, Michigan and the parties consent to the jurisdiction of the state courts located in Genesee County, Michigan. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. Stryde's maximum liability from any disputed matter or legal action is limited or in the absence of Stryde's negligence or willful misconduct, to the fee that it received from this Agreement with Client plus interest computed at one and 1/2% per month on the unpaid balance.
- J. **Cancellation.** In the event that you elect to cancel this Agreement prior to the completion of Services, Client agrees to reimburse Stryde at the rate of \$150 per hour plus expenses provided. The resulting fee shall not exceed that portion of the total fee computed by dividing the number of hours expended by Stryde by the total number of hours that would have been expended to complete the Agreement and multiplying the resulting quotient by the total fixed fee.