

Terms and Service Conditions Contract

This Agreement is between You the Customer and SunSmart Engineering, LLC, a Florida LLC (“SunSmart” or “we”). By accepting this agreement or by signing or electronically adopting this Agreement, You the Customer and We, SunSmart, agree as follows:

1. Scope of Agreed Work: You have agreed to Hire SunSmart to perform the Services identified in the Scope of Work specified below:
 - _____ Solar PV System Design and Layout
 - _____ Solar Thermal System Design
 - _____ Energy Storage Design
 - _____ Specified Structural Design
 - _____ Specified Work in written order attached.
2. Extra work Performed: Any work not listed above must be specified in a separate contract addendum agreed to by the Parties to this Agreement.
3. Entire Agreement: If there is no addendum or other writing in a separate and executed contract between us, this is the entire contract of the parties and all or promises of any kind have been merged into this agreement and all prior and contemporaneous understandings, agreements, promises, representations and warranties, written or oral, are hereby superseded and of no effect unless expressly set forth herein.
4. Your Acceptance or Approval of Our Work: You agree to review and understand the drawings and deliverables we make under our scope of work. If you do not object to our drawings within 30 days following our delivery of the drawings to you, your acceptance of our work shall be deemed to have occurred. In addition, if you submit our drawings and other deliverables to a building department or zoning authority or otherwise submit them to obtain a permit, your acceptance of our work shall be deemed to have occurred.

5. You Promise to Tell Us of Any Deficiencies: You promise to tell us in writing of any issues, concerns, objections, shortcomings or deficiencies in our work and to cooperate with us in resolving any differences of opinion between us that may rise in the performance of our work, including any breach of our limited warranty of service, specified below.
6. Warranty for Our Services: We Warrant to You, the Customer, that our services have been and will be performed in a workmanlike manner and shall conform to generally accepted industry and engineering standards.
7. Our Duty to Cure Any Breach: If you notify us in writing of any shortcomings in our services or of any breach of warranty, we shall use reasonable commercial efforts to cure any shortcomings, disappointments or breach of warranty within a reasonable time not to exceed 30 days after notice. If you are not satisfied with our work after we attempt to cure the shortcomings, or breach of our warranty, we will refund to you any fees paid to us for our services, provided, however, that you have not already obtained a permit from the building department or other permit authority for our services.
8. Disclaimer of Other Warranty: WE MAKE NO OTHER WARRANTIES EXCEPT AS PROVIDED IN SECTION 9 BELOW, AND YOU AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED.
9. Confidential Information Disclosed as Such: From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within ten (10) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the

confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

10. Meta Data From Customer Drawings or Electronic Files: Unless You the customer designates in writing your meta data confidential hereunder, We are hereby licensed to use and store your meta data along with customer files and information for our internal records and legitimate uses.
11. Relationship of the Parties: The relationship between the Parties is that of independent contractors. The details of the method and manner for performance by us to You the Customer shall be under our own control. We shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give you the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet your final approval and shall be subject to your general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
12. Warranty as to Intellectual Property For Our Drawings and Deliverables: All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to You the Customer under this Agreement or prepared by or on behalf of Us including any items identified as such in the Statement of Work] (collectively, the "**Deliverables**") [except for any Confidential Information of Customer or customer materials] shall be owned by or licensed to us and hereby grant to you the Customer a license to use all Intellectual Property Rights in the

Deliverables in the United States, and warrant that the same is properly licensed to you the Customer.

13. Customer Warranty as to Specs, Drawings, etc. supplied to us: You warrant that any specifications, drawings, computer files, code, or other matter requested to be used by us in our engineering or other services for you the customer shall not infringe any copyright, patent, trademark, or trade secret of another and you agree to hold us harmless and to indemnify us from any claims of third parties that we committed any acts of infringement or violations of intellectual property rights in using, uploading, reproducing or otherwise working with such customer supplied information on the project for the benefit of you the customer.
14. If You are a Licensed Contractor: If you the Customer are a licensed contractor and you have hired us to prepare drawings and permit submittal documentation, it is agreed that you are the designer of record for the project as to our scope of work unless it is agreed as an addendum to this Agreement that a licensed professional engineer or other licensed designer of SunSmart is providing services hereunder part of the scope of our work.
15. Fee and Expenses to Be Paid to Us by Customer: Customer shall pay the fees set out in our current fee schedule and attached to this Agreement for the Scope of Work agreed herein. Further, You the Customer agree to pay the fees as invoiced upon promptly upon receipt of the invoice but in all events within twenty (20) days of being invoiced.
16. Effects of Any Change Orders: All requested changes in our performance to you as customer that will materially impact on our performance must be agreed to by both parties in a written change order signed or expressly agreed to by both of us and we will be under no obligation to make the requested change unless a written change order is agreed to, which shall specify all terms of the change and all price or other changes necessitated by the same.
17. Copyright In Our Drawings: You hereby acknowledge that We own the copyrights in all drawings we prepare for You, whether or not we register a formal claim to the copyright in the drawings in any registration applications filed with the U.S. Copyright Office.
18. Entire Agreement: This Agreement, and all of its attachments or incorporated drawings and content, shall constitute the sole and entire agreement of the parties with respect to the subject matter of our Agreement, which shall supersede all prior and contemporaneous understandings, agreements, representations, and warranties whether written or oral, with respect to the subject matter hereof.

19. Interest on Late Payments: Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the rate of six percent per annum, compounded monthly.
20. Disputes, and Attorneys' Fees: In any dispute arising out of this agreement, which is not resolved, we shall be entitled to suspend the provision of any services due to you the customer hereunder and in any litigation between the parties, the prevailing party shall be entitled to recover his or its reasonable attorneys' fees.
21. Choice of Forum/Mediation: We both agree to not commence any action, litigation, or proceeding of any kind whatsoever against each other arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, in any forum other than the US District Court for the Middle District of Florida or in the courts of the State of Florida sitting in Seminole County, Florida and any appellate court thereof. We also both agree to make reasonable efforts to resolve any issues between us by attending in good faith a pre-suit mediation before a certified mediator before any litigation is commenced.
22. Force Majeure: Neither of us shall be liable for any failure or delay in performance to the other because of a material impact caused by a national disaster or epidemic or event of civil unrest, government order of closure or other catastrophe causing delays or outages or shortages or other material inability to perform .

IN WITNESS WHEREOF, You the Customer and We the Engineers, have caused this Agreement to be adopted or electronically accepted or to be executed as of the Effective Date Hereof, if Designated above or, if not, this _____ day of _____, 2024.

SunSmart Engineering, LLC, by

Name: _____

Title: _____

Customer _____

Name: _____

Title: _____