



CAM GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to services and related deliverables provided by CAM Industrial Solutions, LLC or any of its U.S. affiliates (“**CAM**”) under a Proposal (as defined below) for the benefit of the customer identified in the Proposal (“**Customer**”).

1. Applicability; Offer and Acceptance; Order of Precedence.

(a) Subject to Section 1(b), these terms and conditions (these “**Terms**”) are incorporated into and form part of each written proposal, quotation, bid, or similar offer issued by CAM for turnaround and small caps work (each, a “**Proposal**”). The Proposal and these Terms (collectively, this “**Agreement**”) are the only terms and conditions governing CAM’s performance of the Services, and supersede all prior or contemporaneous understandings, communications, and agreements, whether written or oral, relating to the Services.

(b) Notwithstanding anything herein to the contrary, (i) if the parties have entered into a separate written master services agreement or other written agreement governing the Services that is in effect and expressly applies to the Proposal (an “**Existing MSA**”), then such Existing MSA will control to the extent it applies, and these Terms will not apply except to the extent incorporated by and not inconsistent with the Existing MSA; and (ii) if CAM and Customer execute a separate written agreement for the Services that expressly states it supersedes these Terms, then such agreement will control.

(c) Customer accepts and agrees to be bound by this Agreement upon the earliest to occur of: (a) Customer’s signature or written acceptance of the Proposal; (b) Customer’s issuance of a purchase order, work order, or other authorization referencing the Proposal; (c) Customer’s written authorization to proceed; or (d) CAM’s commencement of work or performance of any Services at Customer’s request or with Customer’s knowledge (including, without limitation, Customer providing access to the Work Site).

(d) In the event of any conflict among the documents comprising the Agreement: (a) the Proposal will govern with respect to scope, pricing, schedule, and other job-specific terms stated in the Proposal; (b) these Terms will govern as to all other matters; (c) any CAM-issued field work order, change order, or similar document will govern only to the extent it sets forth additional scope detail or pricing expressly agreed by authorized representatives of both parties; and (d) any terms contained in Customer’s purchase order, work order, supplier portal, or other form are rejected and will be of no force or effect, except for administrative information (e.g., purchase order number, bill-to/ship-to, invoice routing) that does not purport to modify the Agreement.

2. Services; Work Site; Customer Responsibilities.

(a) CAM will perform the services described in the Proposal (the “**Services**”) at the location(s) identified in the Proposal (the “**Work Site**”) in accordance with the Proposal and these Terms.

(b) Customer will timely provide CAM with access to the Work Site, Customer-furnished information, permits, approvals, and other cooperation reasonably required for CAM to perform the Services. Customer is responsible for the condition of existing equipment and site conditions unless expressly stated otherwise in the Proposal.

(c) Customer will make available to CAM at no additional cost the facilities and space at the Work Site reasonably required to perform the Services, including any necessary office, storage, laydown, shop, tool room, and other facilities, to the extent applicable to the Services.



(d) Customer will make available to CAM at no additional cost all utilities at the Work Site reasonably required to perform the Services, including power, water, and sanitary, to the extent applicable to the Services.

(e) If there are known hazards at the Work Site, Customer will notify CAM of such hazards prior to CAM commencing work.

(f) Customer will ensure CAM personnel, subcontractors, and suppliers (collectively, “**CAM Personnel**”) are provided a workplace that complies with applicable occupational health and safety requirements. Customer will provide CAM Personnel with any Work Site-specific safety orientation, training, and special safety equipment customarily furnished by Customer to its own employees at the Work Site (excluding uniforms), as contemplated by the Proposal.

(g) If any CAM Personnel is injured or becomes ill at the Work Site, Customer will ensure that such CAM Personnel receives proper medical attention and arrange for transportation to the nearest appropriate medical facility.

(h) CAM will keep its work area at the Work Site free from accumulations of debris and rubbish generated by its performance of the Services and will use commercially reasonable efforts to minimize interference with Customer’s operations and the operations of other contractors at the Work Site.

(i) If Customer makes Customer-owned equipment available for CAM’s use at the Work Site, CAM may refuse to use such equipment if it does not comply with applicable laws or industry standards. Customer will be responsible for insuring Customer-owned equipment provided for CAM’s use, except to the extent damage is caused by CAM’s gross negligence or willful misconduct.

3. Schedule; Delays; Standby.

(a) Any schedule stated in the Proposal is an estimate and is subject to changes resulting from Customer-caused delays, changes in scope, differing site conditions, force majeure, or other events beyond CAM’s reasonable control.

(b) Customer acknowledges that CAM’s performance is dependent on Customer timely providing access, permits/clearances, customer-furnished materials/equipment, and other cooperation. CAM will be entitled to an equitable adjustment in schedule and, if applicable under the Proposal, price for impacts caused by Customer or Customer’s contractors.

(c) Unless the Proposal states otherwise, CAM is not obligated to perform Services outside of regular working hours. If Customer requests overtime, shift changes, or acceleration, the parties will address applicable premium rates and schedule impacts as a change under Section 4 (*Changes*).

(d) If CAM Personnel are delayed, stood by, or prevented from working due to lack of access, permit/clearance issues, Customer-furnished materials/equipment not being available, safety stoppages not caused by CAM, or other causes beyond CAM’s reasonable control, Customer will pay CAM at the applicable rates set forth in the Proposal (or, if not specified, CAM’s then-current time and materials rates) for standby time, demobilization/remobilization, and any reasonable additional costs and time impacts incurred by CAM.

4. Changes.

(a) Either party may request changes to the Services, including changes to scope, schedule, or pricing. Any change must be documented in a written change order or written revision to the Proposal signed by authorized representatives of both parties before the changed work is performed.



5. Price. The price for the Services is as stated in the Proposal. If the Proposal is time-and-materials (“T&M”), Customer will pay for actual time worked and materials/equipment used at the rates set forth in the Proposal. If the Proposal is lump sum, the lump sum assumes the inclusions, exclusions, and assumptions stated in the Proposal. Any deviation from such inclusions, exclusions, or assumptions will be treated as a change under Section 4 (*Changes*).

6. Invoicing and Payment Terms.

(a) CAM will invoice Customer for Services performed in accordance with the rate and terms set forth in the Proposal. Invoices will be submitted in the manner stated in the Proposal or, if not stated, by email to Customer’s designated accounts payable contact.

(b) If the Proposal does not specify invoicing frequency, CAM will invoice monthly in arrears for Services performed and approved reimbursable expenses incurred.

(c) Customer will pay all properly invoiced, undisputed amounts within thirty (30) days of receiving CAM’s invoice, subject to any withholdings permitted by the Agreement. All payments will be made in United States dollars and in accordance with payment instructions on the invoice.

(d) If Customer disputes an invoice, Customer will timely pay amounts not in dispute and will provide written notice describing the disputed amount and basis for dispute with supporting documentation. The parties will work in good faith to resolve invoicing disputes promptly.

(e) CAM may suspend performance for nonpayment of undisputed amounts after providing reasonable written notice, without liability, until all past due amounts are paid.

7. Taxes. Prices stated in the Proposal are exclusive of sales, use, excise, value added, or similar taxes. Such taxes will be added to invoices and paid by Customer unless Customer provides valid exemption documentation.

8. Work Tickets; Records; Audit.

(a) To the extent the Proposal contemplates T&M billing, CAM may provide, and Customer may review, daily time tickets, progress reports, or similar documentation reflecting labor, equipment, and materials used. Customer’s signature on any such documentation is for verification purposes only and does not modify the Agreement. Any such ticket, report, or similar documentation is not a change order and does not constitute authorization for extra work or additional compensation. No such ticket, report, or similar documentation will amend the Proposal or these Terms.

(b) CAM will maintain complete and accurate records reasonably relating to the Services and invoicing under the Proposal for a period of three (3) years following completion of the Services. Upon Customer’s written request made within such period, and during normal business hours, CAM will make such records available for inspection solely as reasonably necessary to verify the correctness of amounts invoiced, provided Customer reimburses CAM for reasonable, documented out-of-pocket costs of retrieval and copying.

9. Liens. Provided CAM has been paid as required by this Agreement, CAM, for itself and CAM Personnel, covenants that no laborers’, mechanics’, materialmen’s or suppliers’ liens or other liens or claims of any kind whatsoever against the Work Site, any improvements to the Work Site, or Customer’s real or personal property at the Work Site will be filed or maintained by CAM or by any subcontractor, materialman or other person acting for, through or under CAM, for or on account of any work done or materials furnished in connection with the Agreement. Customer shall provide reasonable cooperation (including execution of customary forms) as needed for CAM to secure lien waivers from its subcontractors and suppliers.

10. Work Site Policies; Hazardous Materials.

(a) While at the Work Site, CAM and CAM Personnel will comply with Customer's written site-specific health, safety, and environmental policies provided to CAM prior to performance, to the extent applicable to the Services and not inconsistent with the Agreement. In the event of any conflict between such Work Site policies and the Agreement, the Agreement will control.

(b) Customer will provide CAM with all applicable Work Site-specific health, safety, environmental, security, and conduct policies that may affect the Services prior to CAM's commencement of work, and will ensure CAM Personnel receive any required site orientation and training.

(c) CAM has the right to stop work, without liability, if CAM determines in good faith that continued performance would create an unsafe condition or would violate applicable law or Work Site policies. If work is stopped for reasons not caused by CAM's negligence or willful misconduct, any resulting time and cost impacts will be treated as a delay or standby under Section 3 (*Schedule; Delays; Standby*).

(d) Customer may require the removal from the Work Site of any CAM Personnel who materially violates applicable Work Site policies or poses a safety risk, provided Customer promptly notifies CAM's on-site supervisor and affords CAM a reasonable opportunity to address the issue.

(e) Customer is responsible for identifying and managing hazardous substances present at the Work Site and for complying with applicable legal obligations as owner/operator or generator, as applicable. Customer will promptly notify CAM if it becomes aware of hazardous conditions affecting CAM Personnel.

11. Subcontractors.

(a) CAM may use subcontractors and suppliers of any tier to perform the Services at CAM's discretion, subject to reasonable Work Site access, safety, and qualification requirements provided to CAM in advance that apply generally to contractors performing work at the Work Site. CAM shall direct and supervise such subcontractors consistent with CAM's obligations hereunder and shall remain responsible for the performance of the Services by such subcontractors in accordance with this Agreement.

(b) Customer's payment obligations are solely to CAM. Customer has no obligation to pay, and will not be deemed to have any contractual relationship with, any subcontractor or supplier of CAM. CAM will be responsible for paying its subcontractors and suppliers in accordance with CAM's agreements with them.

12. Independent Contractor.

(a) Nothing herein shall be deemed to create an employment relationship between CAM and Customer, or between any CAM Personnel and Customer. CAM is and shall function as an independent contractor, not as an employee, servant, or agent of Customer, in performing its obligations under this Agreement.

(b) 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 the authority to contract for or bind the other party in any manner whatsoever.

13. Warranty.

(a) CAM represents and warrants that it will perform the Services in a timely, workmanlike, and professional manner in accordance with generally accepted industry standards for similar services.

(b) For a period of twelve (12) months following completion and Customer's acceptance of the applicable Services (or, if acceptance is not expressly documented, twelve (12) months following substantial completion of the applicable Services), if any Services fail to conform to the foregoing warranty, Customer will provide CAM written notice describing the nonconformance as soon as reasonably practicable after discovery.

(c) Subject to the limitations on liability set forth herein, CAM will, at its option and as Customer's sole and exclusive remedy, (a) re-perform the nonconforming Services at no cost to Customer or (b) reimburse Customer for the reasonable, documented cost to have the nonconforming Services corrected by a third party, in each case provided Customer gives CAM reasonable access to the Work Site and an opportunity to cure.

(d) CAM is not responsible for nonconformance to the extent caused by ordinary wear and tear, corrosion or erosion, misuse or faulty operation by Customer or third parties, operating conditions more severe than those contemplated, or defects in designs, specifications, or equipment furnished or specified by Customer or others.

(e) With respect to any services, materials, or equipment manufactured or supplied by parties other than CAM, CAM's liability is limited to assignment to Customer of the manufacturer's or supplier's warranty to the extent assignable, and CAM will have no liability for defects or deficiencies in such items. If a warranty is not assignable, CAM will reasonably assist Customer in enforcing such warranty.

(f) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CAM DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY LAW.

14. Intellectual Property.

(a) All intellectual property rights, including copyrights, patents, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of CAM in the course of performing the Services (collectively, the "**Deliverables**") shall be owned by CAM.

(b) CAM hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

(c) Customer shall retain ownership of all Intellectual Property Rights (including plans and specifications delivered by Customer to CAM) owned by Customer or its affiliates prior to the Proposal date, regardless of whether any such materials are used in connection with the performance of the Services or included in any Deliverables. To the extent such Intellectual Property Rights are used in connection with the performance of the Services, Customer grants CAM a non-exclusive, non-transferable, fully paid-up, royalty-free limited license to use such Intellectual Property Rights solely for the purpose of performing the Services.

(d) CAM shall retain ownership of all Intellectual Property Rights owned by CAM or its affiliates prior to the Proposal date, regardless of whether any such materials are used in connection with the performance of the Services or included in any Deliverables. For the avoidance of doubt, CAM shall retain ownership of all Intellectual Property Rights in and to the Turnaround Review Process and CAM Core Analytics, and Customer shall not have, nor shall it obtain, any Intellectual Property Rights in, or license to, the Turnaround Review Process.

15. Confidential Information.

(a) Each party may disclose the other party's non-public information in connection with the Services ("**Confidential Information**"). Each party will (i) use the other party's Confidential Information solely to perform or receive the Services and (ii) protect it using reasonable care and, in any event, no less than the degree of care it uses to protect its own information of a similar nature. For clarity, Customer's Work Site information (including safety rules, security requirements, operating procedures, process information, drawings, specifications, equipment data, and other technical information made available to CAM in connection with the Services) constitutes Customer Confidential Information.

(b) Confidential Information excludes information that is (i) publicly available without breach, (ii) independently developed without use of the other party's Confidential Information, or (iii) rightfully received from a third party without duty of confidentiality.

(c) The receiving party may disclose the disclosing party's Confidential Information to its affiliates and to its and its affiliates' directors, officers, employees, subcontractors, suppliers, lenders, insurers, and professional advisors, in each case on a need-to-know basis and provided that the receiving party remains responsible for any breach of this Section by such persons.

(d) If the receiving party is required by applicable law, regulation, subpoena, or court order to disclose any Confidential Information, it may do so; provided that, to the extent legally permitted, the receiving party will give the disclosing party prompt written notice of the required disclosure and reasonably cooperate (at the disclosing party's expense) with any effort to seek a protective order or limit the scope of disclosure. The receiving party will disclose only that portion of Confidential Information that it is legally required to disclose.

(e) Upon request, the receiving party will return or destroy the disclosing party's Confidential Information, except that one archival copy may be retained for legal and compliance purposes, and Confidential Information may be retained to the extent stored in routine system back-ups, provided it remains subject to this Section.

(f) This Section will survive termination or completion of the Services for three (3) years; provided that, with respect to any Confidential Information that constitutes a trade secret under applicable law, the obligations under this Section will continue for so long as such information remains a trade secret. The parties acknowledge that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages may be an inadequate remedy, and the disclosing party may seek equitable relief in addition to any other remedies available at law or in equity.

16. Indemnification.

(a) Subject to the limitations on liability set forth herein, CAM will defend, indemnify, and hold harmless Customer, its affiliates, and its and their directors, officers, employees, and agents from and against losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from any third-party claim (including any claim by an employee of the indemnifying party or its contractors or subcontractors) for bodily injury, death, or damage to tangible property, but only to the extent caused by the negligence or willful misconduct of CAM or CAM Personnel.

(b) Subject to the limitations on liability set forth herein, Customer will defend, indemnify, and hold harmless CAM and its affiliates and its and their directors, officers, employees, and agents (collectively, the "**CAM Group**") from and against losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from any third-party claim (including any claim by an employee of the indemnifying party or its contractors or subcontractors) for bodily injury, death, or damage to tangible

property, but only to the extent caused by the negligence or willful misconduct of Customer or its personnel, contractors, or agents.

(c) The indemnified party will provide prompt written notice of any claim subject to indemnity and will allow the indemnifying party to control the defense with counsel reasonably acceptable to the indemnified party, subject to customary cooperation requirements. The indemnifying party will not settle any claim without the indemnified party's prior written consent if such settlement (i) includes any admission of liability by the indemnified party, (ii) imposes injunctive or other non-monetary relief on the indemnified party, or (iii) imposes any obligation on, or releases any claim of, the indemnified party other than the payment of money by the indemnifying party.

17. Insurance. Each party will maintain commercially reasonable insurance coverage for its business and obligations under the Agreement, including workers' compensation as required by law. Upon request, CAM will provide certificates of insurance evidencing such coverage and will, to the extent of contractual liabilities assumed hereunder, name Customer as an additional insured with respect to such policies.

18. Limitation on Liability.

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, REVENUE, OR PROFIT, DIMINUTION IN VALUE, PLANT DOWNTIME, FINANCING COSTS, OR BUSINESS INTERRUPTION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF FORESEEABILITY OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE AND CUMULATIVE LIABILITY OF CAM FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE SERVICES (WHETHER IN CONTRACT, TORT, INDEMNITY, NEGLIGENCE, MISREPRESENTATION, OR OTHERWISE) WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THE PROPOSAL. THIS IS AN AGGREGATE CAP FOR ALL CLAIMS UNDER THE PROPOSAL/AGREEMENT.

(c) The limitations in this Section do not apply to losses resulting from a party's fraud, willful misconduct, or gross negligence.

19. Suspension; Termination.

(a) CAM may suspend performance for nonpayment of undisputed amounts as set forth in Section 6 (*Invoicing and Payment Terms*).

(b) Either party may terminate the Agreement for material breach by the other party that remains uncured after thirty (30) days after the breaching party's receipt of written notice of such breach; provided that, if such breach is not reasonably capable of cure within such thirty (30)-day period and the breaching party commences cure within such period and diligently prosecutes such cure to completion, the cure period will be extended for a reasonable period of time necessary to complete the cure. Notwithstanding the foregoing, CAM's right to suspend performance under Section 19(a) will not be subject to the cure period in this Section 19(b).

(c) Upon suspension or termination, Customer will pay CAM for Services performed and approved costs incurred through the effective date of suspension or termination, including reasonable demobilization costs if applicable.

20. Mutual Non-Solicitation. During the term of the Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party will solicit for employment any employees of the other party or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under the Agreement, (b) had substantial contact with the hiring party in relation to the Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, the Agreement. For purposes of this Section, “solicitation” does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may solicit and hire any employee of the other party if such employee was terminated by the other party.

21. Force Majeure.

(a) No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term hereunder (except for obligations to make payments to the other party) when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances (except if limited to the impacted party); and (h) other similar events beyond the reasonable control of the impacted party.

(b) The impacted party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized, and shall resume performance as soon as reasonably practicable after the removal of the cause.

(c) If the Force Majeure Event continues for thirty (30) days after written notice, either party may terminate this Agreement upon three (3) days’ written notice.

22. Applicable Law. Each party will comply with applicable federal, state, and local laws, regulations, and codes in performing its obligations under the Agreement.

23. WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. The Convention for the International Sales of Goods shall not apply to this Agreement.

25. Submission to Jurisdiction. In the event of any litigation between the parties arising out of or relating to this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Harris County, Texas, and each party irrevocably consents to the exclusive jurisdiction and venue of such courts. Furthermore, each party specifically agrees to waive any and all rights to request that an action be transferred to another court for adjudication.

26. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth in the Proposal or to such other address that may be designated by the receiving party in writing. All Notices must be delivered by (a) personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid); or (b) electronic mail with read receipt or comparable electronic proof of receipt, with a confirmation



copy delivered by another method permitted under this paragraph. Except as otherwise provided herein, a Notice is effective upon receipt by the receiving party only if the party giving the notice has complied with the requirements hereof.

27. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

28. Survival. The provisions of these Terms which by their nature are intended to survive the expiration, cancellation, or termination of the Agreement (including, without limitation, records retention, warranty, indemnification, intellectual property, non-solicitation, confidentiality, limitations on liability, and survival provisions) shall remain in full force and effect after said expiration, cancellation, or termination.

29. Entire Agreement; Amendment; Assignment.

(a) This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings relating thereto, except any Existing MSA as provided in Section 1(b).

(b) No amendment or modification is effective unless in writing and signed by authorized representatives of both parties.

(c) Neither party may assign the Agreement without the other party's prior written consent, except to an affiliate or in connection with a merger or sale of substantially all assets, provided the assigning party remains responsible for obligations unless released in writing.