

**COWAN GROUP ENGINEERING, LLC'S
STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

Cowan Group's Client agrees and authorizes Cowan Group Engineering LLC, d/b/a "Cowan Group," "Cowan Group Engineering," "CowanGroup.co" (collectively, "Cowan Group") to perform professional engineering service work, consulting, and to provide goods and materials, whether or not described in one or more proposals, scope of services, addenda, fee schedule, and purchase and work orders (the "Work") under the following Standard Terms and Conditions for Professional Services, which are expressly made a part of the agreement between Client and Cowan Group (the "Agreement"), without liability for interruption of service, or incidental, special, or consequential damages:

1. **TERMS OF AGREEMENT** -- The Agreement between Client and Cowan Group comprise these terms and conditions and any specifications, drawings, samples, or other written terms and conditions, proposals, scope of services, addenda, fee schedule, and purchase and work orders approved by Cowan Group are specifically incorporated in the Agreement. Any purchase order, acknowledgment ticket, invoice, supplemental agreement, or other instrument of Client, or acceptance of the professional services and goods by Client, shall be construed as an acceptance of this Agreement. Any attempt by Client to insert or include any different or additional terms and conditions not in conformity with this Agreement shall be invalid. If conflict occurs between this Agreement and other provisions incorporated in writing in the Agreement by Cowan Group, this Agreement shall prevail. The Agreement shall not be modified or altered by any subsequent course of performance between Client and Cowan Group, and this Agreement shall constitute an express waiver and variance from, amendment to, or modification of, any agreement submitted by Client to Cowan Group. In rendering any service or providing any product, Cowan Group shall be an independent contractor.
2. **PAYMENT** -- Payment on all orders is due within thirty (30) days after date of invoice. Interest at eighteen percent (18%) per annum will be charged on all past due balances. Client shall be liable for all costs and expenses, including reasonable attorney's fees and related costs, incurred by Cowan Group to collect any past due balance.
3. **QUOTATIONS AND PROPOSALS**-- All quotations and proposals are made for prompt acceptance and any term quoted is subject to change without notice, unless specifically stated otherwise in the quotation or proposal. Prices quoted by Cowan Group and accepted by Client are subject to escalation as specified in Cowan Group's quotation. All prices are exclusive of any federal, state, or special taxes imposed on the sale or use of goods and services sold.
4. **CANCELLATION** -- Purchase orders once placed can be canceled only with Cowan Group's written consent, and then only without loss to Cowan Group, including compensation to Cowan Group for all completed Work, Work in progress, and Work-related special materials, fabrication, assembly, engineering, general, and administrative expenses, subcontractor cancellation charges, and normal profits. No products associated with Cowan Group's professional services may be returned for credit or adjustment without express written permission from Cowan Group.
5. **MODIFICATIONS** -- Cowan Group reserves the right to change or modify the design and construction of any products or the procedures and methods for its Work incurring no obligation to furnish or install such changes or modifications on products previously or subsequently sold or to use such procedures or methods regarding services previously or subsequently provided.
6. **WARRANTY AND STANDARD OF CARE**-- Cowan Group will strive to perform the Work in a manner consistent with that level of care and skill ordinarily exercised by members of Cowan Group's profession practicing in the same locality under similar circumstances at the time the services are performed. (A) Any manufacturers' warranties, if any, shall pass through to Client to the extent permitted by law, and Cowan Group shall use reasonable efforts to assist Client in contacting the manufacturer to assert warranty claims. Cowan Group shall incur no other or further obligation to Client, and nothing shall be construed as rendering Cowan Group as an agent of Client; (B) **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION**

IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. CUSTOMER'S SOLE REMEDY IS ADDRESSED IN SECTION 12 AND COWAN GROUP'S SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH DEFECTS IN SERVICE, MATERIALS, OR WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE THOSE STATED IN THIS SECTION.

7. **WORK PRODUCT** -- Services provided under this Agreement, including all drawings, reports, information, recommendations, or opinions ("Services") prepared or issued by Cowan Group, are for the exclusive use and benefit of Client or its agents in connection with the Work, are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Work. Client will not distribute or convey Work reports to any other persons or entities without Cowan Group's prior written consent, which shall include a release of Cowan Group from liability and indemnification by the third party. Cowan Group's Work, field data, and other Work products are part of Cowan Group's professional services, and generally do not constitute goods or products, and are copyrighted works of Cowan Group. However, such copyright is not intended to limit the Client's use of its work product in connection with the Work.
8. **CONSTRUCTION OBSERVATION** -- If included in the Work, Cowan Group's Work during construction shall be limited to observation of construction operations. Cowan Group shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies, or omissions in the Client contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the Client's contractor or any subcontractor, Client, or its designees, shall notify Cowan Group at least twenty-four (24) hours in advance of any observations required by the construction documents.
9. **TIME OF PERFORMANCE** -- Promises of performance of services or delivery of products are given as accurately as conditions permit and every effort will be made to make deliveries and perform services as scheduled. Cowan Group assumes no liability for damages arising out of failure to perform services or delivery products as scheduled. If Client requires additional Work, inspection or testing, it shall be charged to Client's account and will be considered as extending the performance dates accordingly.
10. **FAILURE TO DELIVER** -- Cowan Group shall not be liable for failure or delay in delivery services or products due to acts of God, war, civil commotion, labor disputes and strikes, including those involving employees and agents of Cowan Group, fire, flood or other casualty, governmental action, priorities or regulations, lack of ability to obtain satisfactory raw materials, components, supplies, fuel, power or transportation, breakdown of equipment, supplier or sub-contractor delay or any other events or causes beyond Cowan Group's control whether foreseeable or of similar or dissimilar nature than those enumerated, Cowan Group shall have such additional time within which to perform as may be reasonably necessary under the circumstances and may apportion its production and services among its customers in such manner as it may consider to be equitable. All claims regarding shortages must be made within thirty (30) days from receipt of shipment, and must be accompanied by the packing list(s) and documents covering the shipment.
11. **TRANSPORTATION COSTS** -- Unless otherwise specified in Cowan Group's invoice, Client shall pay all transportation charges for products of or sold by Cowan Group based on point of shipment or manufacture, insurance charges and charges for stampings, bills of lading, or other documents.
12. **RISK OF LOSS** -- Unless otherwise agreed by Cowan Group in writing, title, and risk of loss, injury, or destruction shall pass to Client at point of origin of the statement. Any such loss, injury, or destruction shall not release Client from its obligation under the Agreement.

13. **CUSTOMER INDEMNIFICATION OF COWAN GROUP** -- Client agrees to indemnify, defend and hold Cowan Group harmless against all claims, demands, actions whether civil or administrative, liability, fines, penalties and expense, including all attorney's fees and costs, whether based on warranty, contract, negligence, strict liability or otherwise-
14. **NONCONFORMING SERVICES, GOODS, AND/OR DISPUTED INVOICES** -- Client shall notify Cowan Group in writing of any alleged nonconformity of services, goods, and/or disputed invoices tendered by Cowan Group under this Agreement within ten (10) days after receipt of the services, goods, and/or invoices. Such written notice shall provide a detailed explanation and description of the alleged nonconformity and/or dispute. If Cowan Group agrees with Client's nonconformity in goods and/or services assessment(s), Cowan Group shall have the right, at its sole and exclusive option, to cure the improper tender or delivery by correcting the tender or substituting tender of conforming goods and/or services within a reasonable time after receipt of Client's notice of nonconformity. Client shall grant Cowan Group's reasonable requests for extension of time to cure any improper tender. Cowan Group and Client will cooperate in good faith to resolve any such disputes regarding invoices within ten (10) days after the dispute is submitted to Cowan Group. If such resolution of the dispute favors Client, Cowan Group shall credit Client for the disputed amount. If such resolution favors Cowan Group, payment is due within ten (10) business days that Client is notified of such resolution. Client's failure to provide notice of nonconformity as above described shall be prima facie evidence of conformity of the goods, services, and invoices tendered by Cowan Group under the Agreement.
15. **CUSTOMER'S DUTY TO PRESERVE NONCONFORMING GOODS** -- Client shall protect and preserve all allegedly nonconforming goods and shall strictly follow the reasonable instructions of Cowan Group. Client shall incur only those expenses that are reasonable and necessary in fulfilling its obligation to protect and preserve all allegedly nonconforming goods.
16. **COVENANT AGAINST SOLICITATION OF COWAN GROUP'S EMPLOYEES, SUPPLIERS, AND CUSTOMERS:** Client, by agreeing and authorizing Cowan Group to perform the Work, further agrees not to, either on Client's own account or for any person, firm, partnership, corporation, or other entity: (a) solicit, interfere with, or endeavor to cause any employee of Cowan Group to leave employment with Cowan Group, (b) induce or attempt to induce any Cowan Group employee to breach employee's employment agreement with Cowan Group, (c) solicit, induce, or attempt to solicit or induce any past or current supplier or customer of Cowan Group to: (i) cease doing business in whole or in part with or through Cowan Group, or (ii) do business with any other person, firm, partnership, corporation, or other entity which performs services materially similar to or competitive with those provided by Cowan Group. This covenant against solicitation shall remain in full force and effect for a period of twenty-four (24) months from that date Cowan Group last performs Work for the Client.
17. **LIMITATION OF LIABILITY** -- The liability of Cowan Group, its agents, employees, subcontractors, and suppliers regarding all claims arising out of the performance or non-performance of Cowan Group's obligations for the design, manufacture, sale, delivery, storage, installation and/or use of the products sold under the Agreement, or the rendition of services, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the net purchase price (excluding taxes and freight) for such products or services, and shall in no event include damages for loss of profits or revenue; loss by plant shut-down; increased expense of operation of plant or equipment; increased cost of purchasing or providing equipment, materials, supplies or services; cost of replacement power or capital; claims of Client's customers; inventory or use charges; or incidental or consequential damages of any nature.
18. **CUSTOMER WARRANTIES.** The Client represents and warrants: (a) Client is an entity, duly organized, validly existing, and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement under its terms, (b) neither Client's equipment nor facilities will pose a hazard to Cowan Group's equipment, facilities, the public, or Cowan Group's personnel or contractors (c) Client's use of Cowan Group's Work will comply and conform with all federal, state, and local laws, administrative, and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and Client will apply for, obtaining, and maintaining all registrations and certifications which may be required by such authorities, and (d) Client will not resell all or a portion of the

Work provided by Cowan Group under this Agreement without the express consent of Cowan Group.

19. ASSIGNMENT – This Agreement may not be assigned or transferred, whether by operation of law or otherwise by Client without the prior written consent of Cowan Group.
20. **ARBITRATION/VENUE/GOVERNING LAW: COWAN GROUP AND CUSTOMER AGREE THAT ALL DISPUTES, CONTROVERSIES, OR CLAIMS RELATING TO THE AGREEMENT AND/OR COWAN GROUP’S WORK RENDERED TO, OR EXPENSES INCURRED FOR CUSTOMER, INCLUDING BUT NOT LIMITED TO THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT, AND ANY ISSUE RELATING TO THE ARBITRABILITY OF THIS AGREEMENT, OR ANY OTHER ISSUE OR MATTER, SHALL BE PROMPTLY RESOLVED EXCLUSIVELY BY BINDING ARBITRATION, PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BY A SINGLE, LICENSED ATTORNEY ARBITRATOR, APPOINTED IN ACCORDANCE WITH THOSE RULES AT, AND IN OKLAHOMA COUNTY, OKLAHOMA, AND WHICH ALL COSTS, EXPENSES, AND FEES OF SAME, INCLUDING BUT NOT LIMITED TO ALL ATTORNEY FEES AND STATUTORY COSTS AND NON-STATUTORY COSTS AND EXPENSES, SHALL BE BORNE BY THE NON-PREVAILING PARTY. THE LAWS OF THE STATE OF OKLAHOMA SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT WITHOUT REGARD TO CONFLICTS OF LAWS. THIS SECTION SHALL NOT PRECLUDE COWAN GROUP FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM THE DISTRICT COURT OF OKLAHOMA COUNTY, OKLAHOMA, WHICH SHALL HAVE JURISDICTION AND VENUE OVER COWAN GROUP AND CUSTOMER UNDER THIS AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE COWAN GROUP AND CUSTOMER REGARDING THE MATTERS DESCRIBED, AND THE FEES CHARGED, AND EXPENSES TO BE PAID, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN STATEMENTS.**
21. NOTICE TO CLIENT RE LIEN DISCLOSURE -- Under the Oklahoma Mechanics’ Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, Client’s land and property could be sold by a court officer and the proceeds of the sale used to satisfy what Client owes. This can happen even if you have paid your contractor in full if the contractor’s subcontractors, laborers, or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a “preliminary notice.” Contractors and laborers who contract with Clients directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanic’s lien with the county recorder, which then becomes a recorder lien against your property. Generally, the maximum time allowed for filing a mechanic’s lien against your property is 90 days after substantial completion of your project.
22. RIGHT TO STOP WORK -- If any payment is not made to Cowan Group, Cowan Group may, upon five (5) calendar days’ notice to Client, suspend all Work until paid in full and may terminate the Agreement. Cowan Group shall have the right to stop Work and keep its Work idle until all past due progress payments are received. Cowan Group is excused by Client from paying any material, equipment, and/or labor suppliers or any subcontractors (hereinafter collectively called suppliers). If these same suppliers make demand upon Client for payment, Client may not make such payment on behalf of Cowan Group without Cowan Group approval at which time Cowan Group may access a late payment penalty by not reimbursing the Client the amount paid to the suppliers. The Client is responsible to verify the true amounts owed to Cowan Group and to these same suppliers prior to making payment. Cowan Group shall not be entitled, under any circumstances, to collect as reimbursement from contractor any amount greater than that exact amount actually and truly owned by Cowan Group to the same suppliers for Work done on Client’s project.

23. **OUTSIDE AGENCY CIRCUMSTANCES** -- Any changes required by an outside agency such as the government, EPA, inspection service or the like would be considered additional Work, which is to be paid by the Client.
24. **INSTALLATION** -- Client understands the Cowan Group may or may not install the materials. Cowan has the right to subcontract any part of, or all of the Work.
25. **AMENDMENTS AND CHANGED CONDITIONS** -- If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Cowan Group at the commencement of this Agreement, Cowan Group shall notify Client of the newly discovered conditions or circumstances, and Client and Cowan Group shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Cowan Group may terminate this Agreement and Cowan Group shall be paid for its services through the date of termination. Should Client require any modification to the Work covered under this Agreement, any cost incurred by Cowan Group shall be added to the Work price as extra Work, and Client agrees to pay Cowan Group its fees and costs for such extra Work. All extra Work as well as any other modifications to the original Work Agreement shall be specified, approved, and signed, by both parties in a written amendment. All amendments shall become a part of, and incorporated into this Agreement.
26. **ELECTRONIC COMMUNICATIONS AUTHORIZED** – Cowan Group and Client agree to accept information, communications, and billing through electronic communications, including email, at the email address(s) provided to Cowan Group by Client. Client will be open and transparent with Cowan Group, keeping the Cowan Group abreast of new developments or changes that could affect the Client's Work. The Client agrees to comply with all laws relating to Cowan Group's Work, and will discuss no disagreement, dispute, or litigated matter, the opposing party, lawyers, or judges on social media or other electronic digital forums or media without Cowan Group's express written consent.
27. **ELECTRONIC MEDIA** -- Because data stored on electronic media can deteriorate undetected or be modified without Cowan Group's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.
28. **DELAY** -- Cowan Group shall not be held responsible for any damage occasioned by delays resulting from Work done by Client's subcontractors, extra Work, acts of Client, or Client's agent including failure of Client to make timely progress payments or payments for extra Work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Cowan Group or beyond Cowan Group's reasonable control.
29. **DISPLAYING SIGNS** -- Client grants to Cowan Group the right but not the obligation to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made.
30. **HAZARDOUS SUBSTANCES** -- Client understands that Cowan Group is not qualified as a hazardous material handler or inspector or as a hazardous material abatement contractor.
31. **SEVERABILITY** -- If any provision is deemed illegal, unenforceable, or unconscionable, the remainder of the Agreement shall not be affected.
32. **WAIVER** -- Any waiver of any right or provision of this Agreement by Cowan Group shall not be construed as a waiver or bar of any such right or provision at any future time, unless expressly stated by Cowan Group in writing.
33. **SIGNATURES** -- The parties to this Agreement agree to accept each other's electronic and telefax signatures as if they were originals.

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