

**HIATUS CAMPERS LLC
PRODUCT SERVICES AGREEMENT**

This Product Services Agreement (“**Agreement**”) is made and entered into as of the date stated above (“**Effective Date**”) by and between **HIATUS CAMPERS LLC** (“**Hiatus Campers**”) and any original consumer purchaser of a Hiatus Campers product (hereinafter referred to as the “**Client**”). Client desires to retain Hiatus Campers to perform certain services and distribute certain deliverables for Client as specified in this Agreement and its Exhibits and Hiatus Campers desires to provide such services and deliverables. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SERVICES AND COMPENSATION

1.1. **Services.** Subject to the terms and conditions of this Agreement and at Client’s request and direction, Hiatus Campers will perform for Client the services and distribute certain deliverables (“**Product**”) described in **Exhibit A** which is hereby incorporated by reference, during the term of this Agreement. Hiatus Campers will not provide any additional certification or inspection certificates regarding the Products unless they are already provided by Product component manufacturers. Any conflict between the terms of **Exhibit A** and the terms of this Agreement shall be governed by this Agreement unless explicitly stated otherwise.

1.2. **Compensation.** As consideration for Hiatus Campers’ fabrication of the Product, Client will pay Hiatus Campers the compensation set forth in **Exhibit A**. Hiatus Campers will notify Client in within a reasonable period of time of its need to exceed any prior representation of the hours needed, and to obtain Client’s written approval for additional expenses. The timeframe specified in the quote given to the client represents Hiatus Campers’ best estimate of the time and expense necessary to provide the Product and is based upon information made available by Client to Hiatus Campers. In the event that Hiatus Campers discovers additional information that, had it been known prior to entering this Agreement, would have increased the compensation, Hiatus Campers reserves the right to submit a written Change Order Request to Client requesting that the compensation be increased and explaining the basis of the requested increase in regards to material costs that exceed the **quote given to the client**. Hiatus Campers will not undertake such additional work until Client agrees to the Change Order Request. In the event that Client refuses to accept the written Change Order Request within five (5) business days of Client’s receipt of the request, then Hiatus Campers and Client agree that Hiatus Campers may opt, in its sole and absolute discretion, to terminate or modify the quote given to the client. In the event **Exhibit A** is terminated, Hiatus Campers and Client agree that Hiatus Campers shall retain any amounts paid to Hiatus Campers under **Exhibit A** prior to its termination. Compensation specified in **Exhibit A** does not include costs of any hardware, software, packaged products or licenses from any other vendors needed to provide the Product except where explicitly requested by Client and included in **Exhibit A**. The compensation payable to Hiatus Campers is exclusive of any sales or use or other taxes or governmental charges. Client shall be responsible for payment of all such taxes or charges except for any taxes based solely on Hiatus Campers’s net income.

1.3. **Schedule of Performance.** Hiatus Campers will substantially adhere to the schedule set forth in **Exhibit A**, unless caused by Client delay in approving designs or should the

scope of work change, or there is a “Force Majeure” event outside of Hiatus Campers control...

1.4. **Inspection.** Unless clearly specified otherwise in **Exhibit A**, Client shall have the right to inspect, and to provide evaluation and input such that the product meets the Client’s expectations as understood in **Exhibit A**. If the Products do not substantially conform to the requirements established in this Agreement Client shall so notify Hiatus Campers in writing setting forth Client’s revision and the basis thereof with reasonable particularity. Unless Client’s notice of revision specifies that cure is not possible for schedule or other material reasons stated, Hiatus Campers shall have a reasonable time as specified in Client’s notice of revision, not to exceed sixty (60) days from the date of such notice, to cure the nonconformity.

1.5. **Billing.** A twenty five percent (25%) deposit is required for the deliverables specified in **Exhibit A**. This balance is due upon signing this Agreement . Services payments will be invoiced upon the completion of the Product, as described in **Exhibit A**, and will be due upon receipt. An initial deposit will be required to begin services. Interest at 1% a month will accrue for late payments. If Hiatus Campers is forced to incur any expenses to collect on any outstanding balance owed by Client, Client agrees to reimburse Hiatus Campers for any and all costs reasonably incurred in the collection of these past due amounts, including but not limited to the recovery of all reasonable attorney’s fees. Hiatus Campers reserves the right, at its option, to discontinue any extension of credit at any time if invoices are not timely paid.

1.6. **Delivery.** Delivery of the Product will be made at a time, place, and in a manner and format as designated by the parties. Client shall be responsible for any costs associated with installation.

1.7. **Change Orders.** This Agreement may not be amended, except by a writing signed by both parties. Further, no changes to any statement of work in **Exhibit A** shall be made unless the changed or additional work has first been approved in writing by both parties. Change orders do not affect this Agreement unless explicitly stated otherwise.

2. TERM AND TERMINATION

2.1. **Term.** This Agreement commences on the Effective Date and will continue until the Product is completed or otherwise terminated as provided below.

2.2. **Termination.** Until the commencement of any service of the Product by Hiatus Campers, either party may terminate this Agreement by giving thirty (30) business days’ prior written notice to the other party for breach of this Agreement, with an opportunity during the thirty (30) day time period to cure the breach. Termination will be effective as of 11:59PM pacific time on the thirtieth day after written notice has been given. Upon the commencement of the service by Hiatus Campers, the Client’s ability to terminate the Agreement pursuant to this provision shall be null and void.

2.3. **Procedure.** Hiatus Campers’ or Client’s Termination of this Agreement or any corresponding statement of work, as established in **Exhibit A**, shall not relieve Client of any obligations to pay compensation for the work already performed by Hiatus Campers as of the date of Termination nor relieve Hiatus Campers of any liability it has to Client, if at the time of termination Hiatus Campers is in breach of this Agreement. Termination of a single statement of work shall not result in Termination of this Agreement or any other statement of work unless expressly stated otherwise. The termination of this Agreement shall automatically terminate all related statements of work. Disputed funds or work shall be held by the respective

parties in trust until the dispute is resolved in accordance with this Agreement.

2.4. Survival. Upon termination, all rights and duties of the parties toward each other cease except that: thirty (30) days of the effective date of termination, Client will pay all amounts owing to Hiatus Campers for the Product and work already performed sections 2, 3, 5, 6, 7, and survive termination of this Agreement., and survive termination of this Agreement.

2.5. Return of Materials. Upon the termination of this Agreement, or upon either party's earlier request, the other party will deliver to the requesting party all of the requesting party's property and Confidential Information (as defined in Section 4.1) that is in the receiving party's possession or control.

3. INDEMNIFICATION

3.1. Mutual Indemnification. Subject to Section 7 below, Client and Hiatus Campers each agree to indemnify, defend and hold the other, its affiliates, and their respective officers, directors, employees, and agents ("Indemnities") harmless from and against any and all liabilities, losses, damages, costs, and expenses ("Losses"), and any reasonable attorney's fees and expenses due to their own negligent, reckless, or intentional error or omission to the extent and in the amount established in Section 7.

3.2. Infringement Indemnity. Notwithstanding Section 3.1, Hiatus Campers will, as Client's sole remedy, indemnify, defend, and hold harmless Client and its affiliates, officers, directors, agents, and employees from any and all claims, liabilities, damages, and/or costs (including, but not limited to reasonable attorneys' fees) arising out of any third party claims that the Hiatus Campers Product infringes any patent, copyright, industrial property right or misappropriates any trade secret of any third party under applicable law. The foregoing indemnity obligations are subject to the following conditions: (a) Client shall notify Hiatus Campers in writing within thirty (30) days of the date it first becomes aware of a claim; (b) Hiatus Campers shall have sole control of the settlement, compromise, negotiation and defense of any such action; and (c) Client gives Hiatus Campers all reasonably available information, assistance and authority, at Hiatus Campers' expense, to enable Hiatus Campers to do so.

3.3. Hiatus Campers Options. If the Product, or any part thereof, is or, in the opinion of Hiatus Campers, may become the subject of any claim, suit or proceeding for infringement of any third party patent, copyright, or industrial property right, or misappropriation of any third party trade secret, or if it is finally determined by a court of competent jurisdiction that the Product, or any part thereof, infringes any third party patent, copyright, or industrial property right, or misappropriates any third party trade secret, and use of the Product is, as a result, enjoined, then Hiatus Campers may, at its sole discretion either: (a) modify the Product to avoid the allegation of infringement or misappropriation, while at the same time maintaining compliance of the Product with the requirements under this Agreement; or (b) obtain for Client, at no cost to Client, a license to continue using and exploiting the Product in or in connection with Client Product(s) in accordance with this Agreement.

3.4. Exclusions. Notwithstanding the foregoing, Hiatus Campers shall have no obligation or responsibility with respect to any infringement or misappropriation claim based upon (a) any use of the Product not in accordance with this Agreement or for purposes not reasonably intended by Hiatus Campers; (b) any use of the Product in combination with other products, equipment, software, or data not reasonably contemplated by this Agreement; (c) any use of any release of the Product other than the most current release made available to Client; or (d) any modification of the Product made by any person other than Hiatus Campers.

3.5. Procedure. If any claim or action is commenced against a party entitled to indemnification under this section for Losses resulting from such claim or action (a "Claim"), such party shall give written notice to the other party within thirty (30) business days of notice of such Claim. If such party receiving notice is obligated under this section to defend the party against the Claim, then the indemnifying party shall take control of the defense and investigation of the Claim, using such attorneys and other assistance as it selects in its sole discretion. The indemnified party shall cooperate in all reasonable respects in such investigation and defense. No settlement of a Claim that involves a remedy other than payment of money by indemnifying party shall be agreed to and entered into without the consent of the indemnified party, which consent shall not be unreasonably withheld.

4. CONFIDENTIALITY

4.1. Definition. This Section describes any non-public information that relates to the actual or anticipated business, research, or development of either party and any proprietary information, trade secrets, and knowhow of either party that is disclosed to the other party, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information includes, but is not limited to, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information. Confidential Information is the sole property of the disclosing party.

4.2. Exceptions. Confidential Information does not include any information that: was publicly known and made generally available in the public domain prior to the time it was disclosed, became publicly known and made generally available, after disclosure through no wrongful action or inaction of the receiving party or others who were under confidentiality obligations, or was in the receiving party's possession, without confidentiality restrictions, at the time of disclosure by the disclosing party, as shown by the receiving party's files and records.

4.3. Nondisclosure and Nonuse. Neither party will, during and after the term of this Agreement, disclose Confidential Information to any third party or use the Confidential Information for any purpose other than creation of the Product herein. The parties will take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information including, but not limited to, having each employee, if any, with access to any Confidential Information, execute a nondisclosure agreement containing terms that are substantially similar to the terms contained in this Agreement. Should the terms of any nondisclosure agreement conflict with this Agreement, this Agreement shall govern, except with regard to time periods, the longer time period shall govern.

5. OWNERSHIP

5.1. IP Rights. As used herein, the term "IP Rights" shall mean recognized protectable intellectual property such as: copyrights, trademarks, trade secrets, industrial design rights, rights of priority, know-how and any and all other legal rights protecting intangible proprietary information. Examples of inventions, innovations, and/or developments that may contain protectable IP Rights include, without limitation: artwork, software, formulas, algorithms, methods, methodologies, design flows, processes, databases, mechanical and electronic hardware, electronic components, computers and their parts, computer languages, computer programs and their documentation, encoding and decoding techniques, articles, writings, compositions, works of authorship, and improvements.

5.2. Ownership. This Agreement does not grant Client any IP Rights or title of ownership in the Product provided by Hiatus

Campers, including any Hiatus Campers processes or configurations of Client's data or information. This Agreement provides no Hiatus Campers IP Rights to Client in any form. For the avoidance of doubt, Client will only own specified IP Rights approved in writing by Hiatus Campers in any deliverables developed under this Agreement.

5.3. Methodology. Nothing in this Agreement shall restrict or prevent Hiatus Campers from using any ideas, concepts, know-how, methodology or techniques relating to the Product learned or developed by Hiatus Campers during or as a result of performing under this Agreement. In addition, Client acknowledges that Hiatus Campers performs and has performed independent development in the same technical field as the Product and agrees that Hiatus Campers will not be restricted or limited in any way from undertaking similar efforts or discussions with third parties, or pursuing independent development, sale, and marketing of technology similar to that developed hereunder, or implementing independently developed enhancements or updates to products to Hiatus Campers methodologies discovered while performing under this Agreement.

5.4. Publicity. Client hereby grants to Hiatus Campers permission to use, without remuneration, testimonials provided by Client, which may include use in print and online advertising. Client will be identified by first and last name, and location only or an alias, if preferred and requested. At no time will Client's testimonial, pictures or name be used to promote unlawful or morally objectionable activities including, but not limited to: sending unsolicited email, activities designed to defame, embarrass, harm or abuse third parties, or hate crime of any kind.

5.5. PreExisting Materials. Hiatus Campers retains ownership of all of its IP Rights existing as of the Effective Date or developed or acquired independently of the Product. If Hiatus Campers incorporates into the Product any other work of authorship, invention, improvement, or proprietary information, or other materials owned by Hiatus Campers or in which Hiatus Campers has an interest, Hiatus Campers will remain the sole owner of these IP Rights.

5.6. Insurance. Hiatus Campers is not required to provide Client with third-party insurance or any insurance not related to Hiatus Campers, to protect the Product past the date of its completion.

6. RELATIONSHIP

6.1. Independent Contractor. It is the express intention of the parties that Hiatus Campers create the Product as an independent contractor. Nothing in this Agreement will in any way be construed to constitute Hiatus Campers as an agent, employee, or representative of Client. At no time will client possess authority over Hiatus Campers or their assets, ideas and materials. Hiatus Campers is obligated to report as income all compensation received by Hiatus Campers under this Agreement, and to pay all employment and other taxes thereon.

6.2. Benefits. Hiatus Campers is an independent business in good standing and acknowledges that neither it nor its personnel will receive benefits from Client as an employee, including without limitation paid vacation, sick leave, medical insurance, and 401(k) participation. If Hiatus Campers personnel are reclassified by a state or federal agency or court as an employee of Client, they will become a reclassified employee only and will receive no benefits except those mandated by state or federal law, even if by the terms of Client's benefit plans in effect at the time of the reclassification it would otherwise be eligible for benefits.

6.3. Non-Solicitation. During the term of this Agreement and for 365 calendar days thereafter, Client will not: 1) encourage Hiatus Campers' employees, subcontractors, or other service

providers to stop working for Hiatus Campers; and/or 2) encourage Hiatus Campers' customers or clients to stop doing business with Hiatus Campers and/or start doing business with Client. This paragraph applies to Client's employees, subcontractors, and other agents.

6.4. Reliance. If Client provides design specifications to Hiatus Campers, Hiatus Campers shall be entitled to reasonably rely on such specifications and their integration with the overall project.

7. WARRANTY; LIMITATION OF LIABILITY

7.1. Generally Accepted Standards. The Product fabricated hereunder will be performed and created in a professional manner consistent with the standard of quality of Hiatus Campers' design work for similarly situated Clients and in accordance with generally accepted industry standards. Hiatus Campers makes no guarantees or assurances that the Product will achieve Client's specific goals.

7.2. Client Warranty. Under normal use and service as the product was designed, parts and labor Product will be free from malfunction within the first 730 calendar days (2 years) from the date of installation due to defects in workmanship by Hiatus Campers during the warranty period, as determined by Hiatus Campers in its sole and absolute discretion. Hiatus Campers will respond to and diagnose defects within a reasonable period of time, not to exceed 60 business days after receiving notice of such defect and will use commercially reasonable business efforts to repair or replace any such defective Product or component in a timely manner. Coverage for all materials and components not produced by Hiatus Campers, (e.g. battery system, LED lighting, roof rack, propane system, gas springs, windows, other hardware, etc.) are covered by individual product manufacturer's warranty, all of which will be assigned to Client at the end of the Project Period. Deficiencies in the Product must be reported to Hiatus Campers in writing within 730 calendar days of completion and delivery. Written notice of deficiencies in the Product must be accompanied by: 1) proof of purchase, and 2) the Product serial number. Any offers of Warranty coverage by Hiatus Campers must be exercised by the Client within 30 days of notice to Client. After such time, any corrective services requested by Client will be billed to Client at Hiatus Campers' standard rates then in effect and subject to scheduling availability. Client's sole remedy for a breach of the warranty described in this subsection shall be a process of evaluation and repair of the Product at Hiatus Campers' expense, of the non-conforming work. No payment or other compensation will be made for incidental expenses, including, but not limited to, towing, telephone, transportation, lodging, travel, gasoline, loss of pay or indirect or consequential damage including, but not limited to, loss of use of the truck camper, inconvenience, damage or injury to person or property, or loss of revenue, which might be paid, incurred or sustained by reason of any defect covered by this limited warranty.

7.3. Warranty Exclusions. Hiatus Campers shall not be obligated to provide warranty support where Client directly or indirectly causes an error or defect in the Product by: (a) modifying or altering any deliverables without Hiatus Campers' prior consent in writing, (b) using the deliverables in combination by any means and in any form with other goods not specifically approved by Hiatus Campers, including, but not limited to, utilizing the folding wall system with any added weight on that racks in direct contradiction of product manual (c) using the Product as it was not intended by Hiatus Campers or abnormal damage inflicted by the Client included but not limited to accident, abuse, misuse, neglect, or negligence in contradiction to the product manual (d) turnbuckles or J clamps found to not have been properly tightened, nor will warranty support be extended to Client for the following reasons: (a) environmental conditions, including, but not limited to road salt,

hail, windstorm, freezing, flooding, fire, or to any occurrence that might be termed an Act of God or Force Majeure, (b) normal deterioration, fading or discoloration of fabric (including vinyl) and decorative items due to wear or exposure (c) repair or aftermarket work done on camper by individual or any non-approved service or repair shop. The Client is responsible for (i) providing access to all the documents, manuals, software, specifications and any other information available within the Client's organization that are required for the smooth running of the project; and (ii) approving documents requiring sign-off in a timely manner. This Warranty is applicable only to Hiatus Campers campers purchased and used within the United States and its territories. Explicitly excluded from coverage under the warranty is coverage for defects in materials or workmanship or any other damage caused by components manufactured by companies other than Hiatus Campers.

7.4. **Disclaimer:** EXCEPT AS SET FORTH IN THIS SECTION 7 TO THE FULLEST EXTENT PERMITTED BY RCW TITLE 62A AND ANY OTHER APPLICABLE LAW, HIATUS CAMPERS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT FOR DAMAGES OR LOSSES ARISING FROM INDEMNITY, MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, OR BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE.

7.5. **LIABILITY CAP.** EXCEPT FOR DAMAGES OR LOSSES ARISING FROM INDEMNITY, MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, OR BREACH OF CONFIDENTIALITY, EACH PARTY'S TOTAL, CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES OR LOSS ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED AMOUNTS PAID BY CLIENT TO HIATUS CAMPERS HEREUNDER. THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR ALL LIABILITIES UNDER OR IN CONNECTION WITH THE AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. NOTWITHSTANDING THE ABOVE, THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE EXTENT EITHER PARTY CAN BE SHOWN TO HAVE ENGAGED IN GROSS NEGLIGENCE OR WILLFUL OR CRIMINAL MISCONDUCT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. ONCE WARRANTY PERIOD ENDS, HIATUS CAMPERS IS NO LONGER RESPONSIBLE FOR ANY DAMAGES OF ANY KIND OR MALFUNCTION OF THE PRODUCT. IN THE EVENT OF A VEHICULAR COLLISION OR ABNORMAL AND UNFORESEEN DISASTER, HIATUS CAMPERS HOLDS NO RESPONSIBILITY, FINANCIAL OR OTHERWISE, FOR DAMAGES OR MALFUNCTIONS ARISING FROM THE PRODUCT OR ACTS OR COMMISSIONS OF ANY THIRD PARTY OR PERSONS INVOLVED.

7.6. **Claim Limitations.** No action, regardless of form, arising from this Agreement may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought within one year after the later of the date of last payment or the date such unpaid amount should have been paid.

8. **ARBITRATION AND EQUITABLE RELIEF**

8.1. **Arbitration.** Except as provided in Section 8.2 below, any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance, or breach of this Agreement, will be settled by arbitration to be held in King County, Washington, in accordance with the rules then in effect of the American Arbitration Association or some other rules as the arbitrator prescribes. The parties may mutually select an arbitrator; however, if they cannot agree within forty-five (45) calendar days from the date of the dispute, the parties will each select an arbitrator and those two arbitrators will select a third arbitrator for a three arbitrator panel. The arbitrator(s) may grant injunctions or other relief in the dispute or controversy. The decision of the arbitrator(s) will be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Client and Hiatus Campers will each pay onehalf of the costs and expenses of the third arbitrator or the mutually selected arbitrator. Each party's promise to resolve claims by arbitration in accordance with the provisions of this Agreement, rather than through the courts, is a mutual inducement of the parties to enter into this Agreement.

8.2. **Equitable Remedies.** The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this Agreement and without abridgment of the powers of the arbitrator(s).

8.3. **Attorney Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Agreement or to terminate this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

9. **GENERAL PROVISIONS**

9.1. **Access and Inspection.** Should any services need to be performed on Client's property, Client agrees to provide Hiatus Campers with reasonable access to the work area, and Client shall implement reasonable safety precautions with regard to its own customers and personnel as applicable. Client is responsible for inspecting the Product and may do so electronically or during reasonable business hours upon seven (7) calendar days' notice to Hiatus Campers.

9.2. **No Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned by either party, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. The parties to this Agreement shall remain primarily liable. This provision does not limit subcontracting rights. This Agreement is between the parties hereto exclusively and conveys no rights to any third parties.

9.3. **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: delivered in person, sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth below. Notices will be deemed given at the time of actual delivery in person, seven (7) business days after deposit in the mail as set forth above, two days after delivery to an overnight air courier service. Notices may also be sent via email with the signature of the sending party included and shall be effective when the sender receives a return receipt for the email. Either party may change its address for notices by notice to the other party given in accordance with this Section.

9.4. **Force Majeure.** The parties will be excused from performing under this Agreement for so long as performance is prevented by

a condition beyond the control of the parties such as, for example, acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist.

9.5. Enforceability. Each party represents and warrants that the entering into and performance of this Agreement by them does not and will not: violate, conflict with, or result in a material default under any other agreement to which they are a party or violate any applicable law or government regulation. The parties have jointly created this Agreement and there will be no presumption against any drafter.

9.6. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

9.7. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement.

9.8. Confidentiality of Agreement. Neither party will disclose the terms of this Agreement or its Exhibits to any third party without the consent of the other party, except as required by applicable laws.

9.9. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement.

9.10. Governing Law. Except for electronic signatures, which shall be enforceable under US Federal Law 15 U.S.C. 7001, and in accordance with Section 8, the internal laws of the State of Washington, but not the choice of law rules, govern this Agreement. Venue shall be proper in King County, Washington and both parties' consent to personal jurisdiction there.

9.11. Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

9.12. Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions.

CONTINUE TO SIGNATURES

APPROVED AND AGREED BY THE FOLLOWING AUTHORIZED PARTIES:

CUSTOMER

Name: _____

Signature: _____

Date: _____

**EXHIBIT A
SERVICES AND COMPENSATION**

CLIENT QUOTE/INVOICE TO BE ATTACHED HERE.