



General Terms and Conditions (Services)

1. **Applicability.** This purchase order is an offer by Deland Genco Acquisition Company, Inc., a Florida corporation d.b.a. Coastline Power Solutions, or CPS Service SPE, LLC, a Florida limited liability company and wholly owned subsidiary of Coastline Power Solutions, as applicable, depending on the entity issuing the purchase order (the "**Buyer**") for the purchase of services specified on the face of this purchase order and other attachments thereto (the "**Services**") from the party to whom the purchase order is addressed (the "**Service Provider**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Service Provider's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Service Provider's general terms and conditions of sale or any other document issued by Service Provider in connection with this Order.

2. **Services.** Service Provider shall provide the services to Buyer as described in the Order (the "**Services**").

3. **Time of the Essence.** Service Provider acknowledges that time is of the essence with respect to Service Provider's obligations hereunder and that prompt and timely performance of all such obligations, including all performance dates, timetables, project milestones and other requirements in this Order is strictly required.

4. **Service Provider's Obligations.** Service Provider shall: (a) before the date on which the Services are to start, obtain, and at all times during the term of this Order, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; (b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures; (c) maintain complete and accurate records relating to the provision of the Services under this Order, including records of the time spent and materials used by Service Provider in providing the Services in such form as Buyer shall approve. During the term of this Order and for a period of two (2) years thereafter, upon Buyer's written request, Service Provider shall allow Buyer to inspect and make copies of such records and interview Service Provider personnel in connection with the provision of the Services; (d) obtain Buyer's written consent, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Service Provider, other than Service Provider's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Service Provider of its obligations under the Order, and Service Provider shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Order as if they were Service Provider's own employees. Nothing contained in this Order shall create any contractual relationship between Buyer and any Service Provider subcontractor or supplier; (e) require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Order, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer.; (f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Service Provider, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services; (g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and (h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

5. **Change Orders.** Buyer may at any time, by written instructions and/or drawings issued to Service Provider (each a "**Change Order**"), order changes to the Services. Service Provider shall within two (2) days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Service Provider shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Order. Service Provider acknowledges that a Change Order may or may not entitle Service Provider to an

adjustment in the Service Provider's compensation or the performance deadlines under this Order.

6. **Fees; Payment Terms; Set-off.** Service Provider shall issue invoices to Buyer on or any time after the satisfactory provision and completion of the Services in accordance with the Terms. Unless otherwise indicated on the face of the Order, Buyer shall pay all properly invoiced amounts due to Service Provider within thirty (30) days after Buyer's receipt of such invoices, except for any amounts disputed by Buyer in good faith. For the avoidance of doubt, all invoices must include to the associated Order # to be paid. Without prejudice to any other right or remedy it may have, Buyer may set off at any time any amount owing to it by Service Provider against any amount payable by Buyer to Service Provider. Service Provider's cashing of check, or failure to otherwise return payment within thirty (30) calendar days of receipt, shall be deemed acceptance of payment and an acceptance of these Terms.

7. **Intellectual Property.** 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 Buyer under this Order or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") shall be owned exclusively by Buyer. Service Provider agrees, and shall cause its employees and Permitted Subcontractors (collectively, "**Service Provider Personnel**") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Buyer. To the extent that any of the Deliverables do not constitute a "work made for hire," Service Provider hereby irrevocably assigns, and shall cause the Service Provider Personnel to irrevocably assign to Buyer, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Service Provider shall cause Service Provider Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Service Provider Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. Upon Buyer's request, Service Provider shall, and shall cause Service Provider Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Buyer to prosecute, register, perfect or record its rights in or to any Deliverables. Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Service Provider in connection with performing the Services, in each case developed or acquired by the Service Provider prior to the commencement or independently of this Order (collectively, the "**Pre-Existing Materials**"), including all Intellectual Property Rights therein. Service Provider hereby grants Buyer a license to any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables for any and all purposes.

8. **Confidential Information.** All non-public, confidential or proprietary information of Buyer, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Buyer to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Order is confidential, and shall not be disclosed or copied by Service Provider without the prior written consent of Buyer. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Service Provider at the time of disclosure; or (iii) rightfully obtained by Service Provider on a non-confidential basis from a third party. Service Provider shall use the Confidential Information only for the purpose of providing Services under this Order. Buyer shall be entitled to injunctive relief for any violation of this Section.

9. **Representations and Warranties.** Service Provider represents and warrants to Buyer that: (a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Order; (b) it is in compliance with, and shall perform the Services in compliance with, all applicable laws; (c) Buyer will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind; (d)(i) None of the Services, Deliverables and

Buyer's use thereof infringe or will infringe any Intellectual Property Right of any third party arising under the laws of the United States, and, (ii) as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation or other proceedings pending against Service Provider by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) any Buyer materials or any instruction, information, designs, specifications or other materials provided by Buyer to Service Provider, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Service Provider, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any person or entity other than Service Provider; (e) the Services and Deliverables will be in conformity in all respects with all requirements or specifications stated in the applicable Order.

10. Warranties Cumulative. The warranties set forth in [Section 9](#) are cumulative and in addition to any other warranty provided by law or equity. These warranties survive any acceptance of or payment for the Services by Buyer. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Services with the foregoing warranties.

11. General Indemnification. Service Provider shall defend, indemnify and hold harmless Buyer, its affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or related to the Services or Service Provider's negligence, willful misconduct or breach of this Order. Service Provider shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

12. Intellectual Property Indemnification. Service Provider shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or related to any claim that any of the Services or Deliverables or Buyer's or any Indemnitee's receipt or use thereof infringes or misappropriates any Intellectual Property Right of a third party. In no event shall Service Provider enter into any settlement without Buyer's or Indemnitee's prior written consent.

13. Limitation of Liability. IN NO EVENT SHALL BUYER BE LIABLE TO SERVICE PROVIDER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE OR LOSS OF GOODWILL, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICE OR REPLACEMENT POWER, COST OF DOWNTIME, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL BUYER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SERVICE PROVIDER FOR THE GOODS AND SERVICES SOLD HEREUNDER. Nothing in this Order shall exclude or limit (a) Service Provider's liability under [Section 8](#), [Section 9](#), [Section 11](#), and [Section 12](#) hereof, or (b) Service Provider's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

14. Termination. In addition to any remedies that may be provided under this Order, Buyer may terminate this Order with immediate effect upon written notice to Service Provider, if Service Provider: (a) has not performed or complied with any of the terms of this Order, in whole or in part; or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Insurance. During the term of this Order and for a period of one (1) year thereafter, Service Provider shall, at its own expense, maintain and carry insurance in full force and effect, with financially sound and reputable insurers, which includes, but is not limited to: (i) commercial general liability insurance (including product liability) in a sum no less than \$1,000,000.00 per claim and in the aggregate, (ii) if Service Provider is providing any architectural or engineering services, professional liability insurance in a sum not less than \$1,000,000.00 per claim and in the aggregate, and (iii) workers compensation insurance in such amounts as required by applicable law. Upon Buyer's request, Service Provider shall provide Buyer with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Buyer as an additional insured. Service Provider shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Service Provider's insurance policy. Except where prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer.

16. Waiver. No waiver by Buyer of any of the provisions of this Order is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Order operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Order, for any failure or delay in fulfilling or performing any term of this Order when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the impacted party, including, without limitation, acts of God, flood, fire, earthquake, war, embargo, invasion or hostilities, terrorist acts, riot, national emergency, revolution, insurrection, epidemic, or strike (each a "Force Majeure Event"). Service Provider's economic hardship or changes in market conditions are not considered Force Majeure Events. Service Provider shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Service Provider from carrying out its obligations under this Order for a continuous period of more than ten (10) business days, Buyer may terminate this Order immediately by giving written notice to Service Provider.

18. Assignment. Service Provider shall not assign any of its rights or delegate any of its obligations under this Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Service Provider of any of its obligations under this Order.

19. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Order 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.

20. No Third-party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law. All matters arising out of or relating to this Order are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

22. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of DeLand and County of Volusia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

23. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

24. 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 Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Insurance, Submission to Jurisdiction and Survival.

27. Amendment and Modification. This Order may only be amended or modified in a writing that specifically states that it amends this Order and is signed by an authorized representative of each party.