

Standard Terms and Conditions

I. SCOPE

Montrose Air Quality Services, LLC (through itself or its affiliates or subsidiaries) ("Montrose") agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Montrose shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in the proposal in accordance with the compensation provisions set forth therein. Unless otherwise agreed, Montrose shall, at its sole discretion, invoice Client incrementally upon execution of services in the form of two bills: (1) delivery of the test protocol, preparation, equipment fees, performance of the fieldwork, and the analytical tasks, and (2) delivery of the final report(s) or five days after delivery of the draft report(s). Montrose shall invoice Client any remaining amounts due, including but not limited to out of scope charges, delay time or other fees, upon completion of the final report(s) or five days after delivery of the draft report(s).

Time-related charges will be made in accordance with the billing rate referenced in the proposal or agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, Montrose's standard billing rates shall apply. Unless otherwise agreed, Client agrees to pay within 30 days of the presentation of any invoice submitted by Montrose hereunder. Payments not received within 30 days of the invoice date will accrue a late payment charge of 1.5% per month on the unpaid balance of the invoice.

Montrose shall also be entitled to reimbursement from Client of expenses, including attorney's fees and court costs, which may be incurred in collecting any overdue payments. Payment is not contingent on payment from another party.

III. RESPONSIBILITY

Montrose is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Montrose shall perform the services in accordance with the usual and customary care and accepted practices in effect when the services are rendered.

Montrose's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Montrose is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. Montrose does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations. Further, Montrose is not responsible, in any capacity, for Client's failure to comply with any laws or regulations or for damages or penalties of any type sought or assessed, including attorney's fees and expenses, from any source.

IV. FORCE MAJEURE

Montrose, its officers, employees and agents, shall not be liable for its failure to perform hereunder or for any loss or damage due to any failure of delay from any cause beyond the reasonable control of Montrose. This includes but is not limited to: acts of God, war (declared or undeclared) terrorist attaches, civil commotion, tornados, embargoes, epidemics, fires, floods, strikes, testing difficulties, shortage of chemicals, materials, or other equipment, acts or omissions by Client, acts or omissions of suppliers or vendors, acts or omissions of governmental authorities, or changes to any applicable governmental laws or regulations.

V. INDEMNIFICATION

Client agrees to indemnify Montrose and its officers, directors, subsidiaries, employees and affiliates for any losses (including reasonable fees and expense incurred, including reasonable attorney fees), arising out of or related to any legal action or claim resulting from any services provided by Montrose, to which Montrose is not a party and to the extent Montrose is found not to be at fault in connection with such claim or legal action.

VI. LIMITATION OF LIABILITY

MONTROSE (TOGETHER WITH ITS EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, AGENTS AND AFFILIATES) SHALL BE LIABLE ONLY FOR THE PROVEN DIRECT AND IMMEDIATE DAMAGE CAUSED BY MONTROSE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OF SERVICES IN CONNECTION WITH AN ORDER. MONTROSE'S LIABILITY HEREUNDER SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-AND-A-HALF TIMES THE TOTAL FEES PAID TO MONTROSE OVER THE LAST 12 MONTHS UNDER THIS AGREEMENT. IN NO EVENT SHALL MONTROSE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL 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 MONTROSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

VII. INSURANCE

Montrose shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability including bodily injury, property damage, owners and contractors protective, products/completed operations, contractual and personal injury. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory worker's compensation and employers' liability insurance as required by state law.
4. Professional liability insurance with limits of not less than \$1,000,000.

VIII. SUBCONTRACTS

Montrose shall be entitled, to the extent determined to be appropriate by Montrose, to subcontract any portion of the work to be performed under this Agreement.

IX. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The agreement is not to be assigned by either Montrose or Client without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Montrose as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

XI. CHOICE OF LAW/JURISDICTION

This agreement shall be administered and interpreted under the laws of the state in which the Montrose office responsible for the project is located. Jurisdiction of litigation arising from the agreement shall be in that state.

XII. SEVERABILITY

If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Montrose hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Montrose's performance of its services hereunder.

XIV. INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

XV. WORK PRODUCT

Montrose and Client recognize that Montrose's work product submitted in performance of this Agreement is intended only for the project covered by this Agreement. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Montrose against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse. Rights to Montrose's intellectual property, in existence prior to the services rendered under this Agreement, that are as presented in the documents or reports delivered in connection with utilized in the performance of the work shall remain the property of Montrose. Client shall not have any rights to Montrose's trade secrets or proprietary data modeling formulas, spreadsheets and tools.

XVI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Montrose may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Montrose may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with the Proposal.

XVII. TERMINATION OF WORK

Either party at any time, upon reasonable written notice to the other party, may terminate the services hereunder. Upon such termination, Client shall pay Montrose all the amounts it owed hereunder for performance up to the date of termination, plus, if such termination is not due to Montrose's default under this Agreement, reasonable expenses incurred by Montrose as a result of such termination.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Montrose Client Account Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.