

MONTROSE ENVIRONMENTAL SOLUTIONS, INC.
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK; INTERPRETATION

By submitting the proposal to which this document is attached, together with these General Terms and Conditions, client fee and rate schedule, and any other agreements, exhibits or schedules which are attached (together the "Proposal"), Montrose Environmental Solutions, Inc. (together with its affiliates, "Montrose") agrees to perform the services described in the Proposal ("Services"), provided, that this Proposal shall automatically terminate and shall not be binding upon Montrose unless accepted in writing by the person or entity to which the Proposal is addressed (the "Client") not less than sixty (60) days after the date first set forth in the Proposal. Acceptance by the Client shall be effective only upon delivery to Montrose of a properly executed Proposal acceptance. The Proposal is open for acceptance by the Client only and may not be accepted by any other person or entity, regardless of affiliation with the Client. Once properly accepted, the Proposal, including all attachments and these General Terms and Conditions (the "Agreement"), shall be binding upon both Client and Montrose. Additional services provided by Montrose to the Client shall be subject to and governed by these General Terms and Conditions and shall be provided at Montrose's then current standard rates, unless otherwise expressly agreed in writing.

2. RIGHT OF ENTRY; SITE INFORMATION

To the extent applicable to the Services, the Client will provide access and the right of entry to all Montrose and subcontractor personnel and equipment at the project site or sites as they may require in order to complete the Services. Client recognizes that some disturbance of site conditions may be a consequence of the performance of the Services. Unless otherwise specified in the Proposal, costs associated with restoring land or facilities to their former condition are to be borne exclusively by the Client.

Client shall provide to Montrose all available data and information relating to the Services and to the environmental, geologic, and geotechnical conditions of the site and surrounding area (if applicable). Client shall furnish plans to Montrose that accurately show the location of subsurface structures, including but not limited to pipes, tanks, cables, and utilities. All criteria, design, and construction standards, and other information relating to the Client's requirements for the Services, as applicable, shall be provided in writing to Montrose by the Client.

Should concealed or unknown conditions be encountered that are at variance with the conditions indicated by the materials and documents provided by Client, or should concealed or unknown conditions be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in a project of the nature contemplated in the Services, Montrose shall not be responsible for any additional costs incurred by the Client in remedying such conditions. Further, the Client agrees to hold harmless, defend and indemnify Montrose from and against any and all liability arising out of any claims asserted by any party (including third parties) for additional costs incurred to remedy such conditions.

Should these concealed or unknown conditions result in a material change in the scope of Montrose's Services, Montrose and the Client agree to promptly and in good faith enter into renegotiation of this Agreement to facilitate Montrose's ability to continue to meet the Client's needs. If renegotiated terms cannot be agreed upon, the Client agrees that Montrose has an unconditional right to terminate this Agreement.

3. CONSTRUCTION PROCEDURES (If Applicable)

Unless otherwise stated in the Proposal, Montrose shall neither manage nor supervise construction. Montrose shall not be responsible for the acts or omissions of contractors or other parties in connection with the performance of Services. Montrose shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences, or procedures. Unless specifically stated as part of Montrose's scope of work or the Proposal, as applicable, Montrose will not implement or be responsible for health and safety procedures, or for safety precautions and programs. Montrose's testing or monitoring of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications, and safety requirements.

4. INVOICES; PAYMENT; OPINIONS OF COST

The Client shall pay to Montrose fees for professional services rendered in accordance with the Proposal and as provided in this Agreement. Unless otherwise stated in the Proposal, Montrose will submit invoices to Client monthly, with a final invoice upon completion of Services. To the extent applicable, and unless otherwise stated in the Proposal, each invoice will show separate charges

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for different personnel and expense classifications. There shall be no retainage or other amounts held back by the Client, unless otherwise agreed upon in the Proposal.

Payment of all invoiced amounts is due within thirty (30) days after Client's receipt of each invoice. For any amounts not paid when due, Montrose shall charge and Client shall pay interest charges, beginning on the thirty-first (31st) day after the Client's receipt of the invoice, at the rate of one and one-half percent (1 ½%) per month, or the maximum rate allowed by applicable law on past due accounts, whichever is less. Any attorney's fees, court costs and any other expenses incurred in collecting any delinquent amount shall be paid by Client. Montrose shall maintain title in all deliverables and equipment provided under this Agreement (if applicable) until such time as all invoices are paid in full. Montrose also reserves the right to withhold any reports or deliverables, or to suspend services until all invoices are paid in full.

Montrose may provide estimates of costs for remediation, construction or other Services, as appropriate based on available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by Montrose. Additionally, these opinions are not intended to be used for financial disclosure related to the Financial Accounting Standards Board ("FASB") Statement No. 143, FASB Interpretation No. 47, the Sarbanes/Oxley Act or any United States Securities and Exchange Commission reporting obligations and may not be used for such purposes without the prior express written consent of Montrose.

5. DOCUMENTATION; NONRELIANCE

All documentation and work product produced specifically for or in connection with the Services (collectively, "Documentation") shall be delivered to Client upon completion of and payment for the Services, provided, that Montrose may keep a copy (in paper or electronic form) of such Documentation for its records. All Documentation shall be the exclusive property of Client, except to the extent such Documentation includes information, in whole or in part, that is or embodies proprietary information, trade secrets or other intellectual property of Montrose (to the extent included in the Documentation, the "Montrose Information"). Montrose hereby grants to Client the perpetual, fully paid right and license to use the Montrose Information for the purposes for which the Services are intended, but not to publicize, sell, transfer or otherwise use the Montrose Information. No articles, papers, treatises, or presentations referring to Services may be presented or otherwise published without the prior written consent of Client. Client agrees that all Documentation furnished to Client which is not paid for will be returned to Montrose upon demand and Client shall not have any rights in or with respect to such Documentation. Documentation and Montrose Information shall not be used by the Client for any purpose not expressly provided for in the Proposal without the prior written approval of Montrose.

Documentation produced by Montrose is not intended or represented by Montrose to be suitable for use or reliance beyond the scope or purpose for which it was originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third party's sole risk.

6. SAFETY; WASTE

Subject to the indemnification provisions set forth herein, Montrose is only responsible for the safety of its own employees and subcontractors during the performance of the Services. Neither the professional activities of Montrose, nor the presence of Montrose's employees and subcontractors on the project site, if any, shall be construed to mean that Montrose has any responsibility for any activities on site performed by personnel other than Montrose's employees or its subcontractors.

Client acknowledges that Montrose has neither created nor contributed to the creation or existence of any hazardous, toxic or radioactive waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollutant, whether latent or patent, or the release thereof, or the violation of any law or regulation relating thereto at the site where the Services are being performed or in connection with the Services. Client covenants to indemnify, protect, hold harmless and defend Montrose and its affiliates, at Client's sole cost and expense, against the claims and demands of all persons or by any federal, state, county or municipal regulatory agency, made because of, or arising out of any operations conducted by the Client, its officers, directors, employees, agents, contractors or subcontractors. Further, where the Client requests Montrose to dispose of waste or to arrange for the disposal of waste, Client agrees that Montrose is not the owner, generator or possessor of the waste, and the client shall indemnify and hold Montrose, its affiliates, employees, officers, directors, members, agents, insurers, and consultants, and subcontractors harmless for any costs incurred in defending any action where it is alleged that Montrose is the owner, generator, or possessor of the waste. Client shall notify Montrose of any known or suspected health or safety hazards existing at any site where the work is to be performed including, but not limited to, the presence of any hazardous waste or hazardous substances and any aboveground or underground utilities.

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7. DELAYS IN AND FAILURE TO PERFORM WORK

Montrose will not be responsible for damages due to delays in the performance of the Services, or any part thereof, caused by factors beyond the reasonable control of Montrose, including without limitation delays caused by any property owner, Client or Client's agents, other consultants, contractors or subcontractors. Stand-by or non-productive time for delays in work caused by Client will be charged to Client as work time unless provided for as a separate item in the Proposal. Further, Montrose shall not be liable for damages due to delay or cancellation of the Services, or part thereof, as a result of any delay due to any cause beyond Montrose's reasonable control including, but not limited to, act of God, embargo or other governmental acts, regulations or requirements, fire, sabotage, accident, pandemics, labor disputes, war, civil insurrection or riot, delay in transportation, or the inability to obtain necessary labor, permits or supplies. In the event of any such delay, the target date for completion of the Services may be extended for a period equal to the time lost by reason of the delay.

8. INSURANCE

Throughout the term of the project under the applicable purchase order, work order, Statement of Work or Proposal, Montrose will maintain in full force and effect the insurance coverages set forth below, at its sole cost and expense, covering the services of Montrose, its directors, officers, employees and agents:

- (i) Worker's compensation insurance in the statutory amount and employer's liability insurance in an amount not less than \$1,000,000 for all employees engaged in the Work.
- (ii) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, with not less than \$1,000,000 combined single limits.
- (iii) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Subcontractor or of any of its employees, agents, or subcontractors, with not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- (iv) Professional/Pollution liability insurance with not less than \$2,000,000 per claim.
- (v) Excess liability insurance with not less than \$5,000,000 per occurrence and in the aggregate.

Insurance coverage set forth in Sections 8 ii, iii, and v above shall name Client as additional insureds, and shall be endorsed to provide a waiver of subrogation against Client. Such insurance will be the primary coverage and Client shall have no obligation to pay Montrose's premiums.

9. LIMITED WARRANTIES

The Services will be performed in accordance with any Client's written instructions, consistent with the Proposal, in an efficient and expeditious manner consistent with good quality practices, and with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Limited Warranty"). Client recognizes that the Services require the interpretation of available data and that some level of uncertainty exists, despite Montrose's adherence to the Limited Warranty. All estimates, approvals, recommendations, opinions, and decisions are made on the basis of Montrose's experience, training and judgment and are not guaranteed. No other representation, guarantee or warranty, express or implied, in fact or by law, is made and Montrose hereby expressly disclaims all other representations, guarantees or warranties, including without limitation any implied warranties of merchantability or fitness for a particular use or purpose concerning any of the Services. In the event any Services provided by Montrose do not comply with the Limited Warranty, Client's sole and exclusive remedy shall be the completion of the Services in compliance with the limited warranty set forth herein or, at Montrose's option, the refund of that portion of the fees paid by Client with respect to which Montrose breached the Limited Warranty.

Montrose does not represent or warrant that any permit or approval will be issued by a governmental body. To the extent applicable to the Services, Montrose will endeavor to prepare any application for any such permit or approval in conformance with all applicable requirements, but, in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by the authorities, Montrose cannot guarantee that any such application will be complete or will conform to all applicable requirements. Clients desiring further assurance regarding their applications for permits or approvals are advised to obtain legal or other appropriate counsel.

Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency

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and other variables and that these factors, including cost, have been considered in the Client's selection of Services. To the extent applicable, Montrose's observations only represent conditions observed at the time of the site visit. Montrose is not responsible for changes that may occur to the site of Services after Montrose completes the Services.

The parties agree that any work product or data produced by Montrose are solely intended for use by Client and shall not be relied upon by any other party. No third party shall be a beneficiary of this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by applicable law, Montrose shall indemnify and hold harmless Client from and against any and all losses, damages, liabilities, and expenses, including reasonable legal fees and reasonable costs of investigation directly arising from claims or actions arising from the Services, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by and negligent act or omission or willful misconduct of Montrose, except to the extent any losses, damages, liabilities, or expenses result from, are attributable to, or arise out of any negligence or willful misconduct of Client.

To the fullest extent permitted by applicable law, Client shall indemnify and hold harmless Montrose from and against any and all losses, damages, liabilities, and expenses, including reasonable legal fees and reasonable costs of investigation, resulting from or arising out of the negligence or willful misconduct on the part of Client or its contractors or agents, other than those liabilities for which Montrose is required to indemnify Client pursuant to this section. Client shall, at all times during the performance of the Services, maintain commercial general liability insurance in an amount sufficient, in Client's reasonable judgment, to satisfy its obligations hereunder. Client shall, upon request by Montrose, provide Montrose with a certificate evidencing such insurance.

11. LIMITATION ON LIABILITY

In no event shall the total aggregate liability or obligation of Montrose, its directors, officers, employees and agents, to Client or any other person or entity claiming by or through Client relating to the Project exceed the amounts recovered under the contractually required insurance coverages and amounts, plus no more than one-and-a-half times the total fees paid to Montrose under the applicable PO, Work Order or Statement of Work.

To the fullest extent permitted by applicable law, Client and Montrose waive against each other, and the other's employees, officers, directors, members, agents, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages, including lost profits, arising out of, resulting from, or in any way related to this Agreement or the Services.

12. TAXES

Any taxes that may be imposed upon the services described herein shall be the responsibility of Client and will be added to and become a part of the purchase price for the Services. The term "taxes" means all taxes, fees and assessments due, assessed or levied by any foreign, federal, state or local government or taxing authority, and any penalties, fines or interest thereon, which are imposed upon the provision of the Services described herein or upon the project which the Services support, but shall not include any taxes based upon the net income of Montrose. If Montrose is required by applicable law to pay or collect any taxes on account of the Services, then such taxes shall be paid by Client unless Client is exempt from such taxes and timely furnishes Montrose with a certificate of exemption.

13. TERMINATION

Either party may terminate the Services for any reason upon fifteen (15) days written notice to the other party. In the event that Client terminates the Services, Client shall pay all fees with respect to Services performed or committed to before the termination notice date, plus reasonable expenses of termination. The expenses of termination shall include all direct costs of Montrose, including without limitation reasonable demobilization costs and expenses. The termination of this Agreement by Montrose does not relieve the Client of any liability for fees due for services performed or committed to before the termination notice date, plus reasonable expenses of termination.

14. INTERRUPTION OF SERVICES

If the Services are suspended by the Client for more than 30 consecutive days, Montrose's compensation shall be equitably adjusted when the Services are resumed to provide for expenses incurred by the interruption and resumption of Montrose's services. If the Project

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is not resumed within 60 days, Montrose may, at its sole option, terminate this Agreement upon 15 days' notice to the Client.

15. TESTIMONY

The Client and Montrose recognize that the Project may involve some type of legal proceeding during or after the performance of the Services and that the time of Montrose employees is a principal resource from which Montrose derives revenue. Client also understands that incidents involving Client operations and Montrose Services may result in litigation requiring Montrose to spend time responding to discovery requests. Accordingly, if Montrose personnel, consultants, or subcontractor are called or subpoenaed for depositions, examination, or court appearances or required to provide information from Montrose files in any dispute arising out of the Services, the Client agrees to reimburse Montrose, its consultants and subcontractors on a time and material basis in accordance with then current standard billing rates for such matters, including all out of pocket costs incurred in connection with such matters.

16. GOVERNING LAW; DISPUTE RESOLUTION

This Agreement shall be governed by the laws and regulations of the state in which the Services are performed, unless the Services are performed remotely or in multiple states, in which case, this Agreement shall be governed by the laws and regulations of the state of Delaware. The Client and Montrose shall first attempt in good faith to resolve any dispute arising out of or in connection with Agreement promptly by negotiations between executives/managers who have authority to settle the controversy and who are at a higher level of management than the Client and Montrose project managers with direct responsibility for the Services. In the event that the parties are unable to resolve the dispute per the discussion described above, then the parties agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or breach thereof ("Disputes") to mediation by a mutually agreed upon third party. Client and Montrose agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 30 days (subject to the availability of the agreed-upon mediator). Such mediation shall not be required, unless mutually agreed upon by the parties, for more than 3 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may mutually agree to a dispute resolution of their choice or in the absence of such agreement the parties may exercise their rights at law. The costs of the mediator shall be borne equally as between Client and Montrose.

17. MODIFICATION

All changes, amendments or modifications to the Proposal or this Agreement must be in writing executed by both parties hereto. No oral statement shall in any manner change, amend, modify or otherwise alter the Proposal or this Agreement.

18. NOTICES

All notices, consents or requests desired or required to be given hereunder shall be in writing and shall be delivered in person or sent by (i) registered or certified mail, return receipt requested, postage prepaid, or (ii) an overnight delivery service with the capability to verify delivery, to the address of the other party set forth hereon or to such other address as such party shall have designated by proper notice.

19. ASSIGNMENT

Neither the Client nor Montrose may delegate, assign, sublet or transfer its duties or interest in the Services without the written consent of the other party.

20. ENTIRE AGREEMENT

The Proposal, including these General Terms and Conditions, contains the entire agreement and understanding between the parties relating to the Services. Any and all terms or conditions set forth on any order form, change order, acknowledgment, specifications or other documents supplied by Client are hereby expressly rejected by Montrose and shall not be binding upon either party unless expressly agreed to in writing.

21. ACCRUAL OF CLAIMS

To the fullest extent permitted by applicable law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of Services or termination of Services, whichever is earlier.

22. CONFLICTS

In the event that any one or more of the provisions of the Proposal or these General Terms and Conditions is determined by a court of

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competent jurisdiction to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect any other provision hereof and the remaining provisions shall continue in full force and effect.

23. WAIVER

No waiver by either party of any default hereunder by the other party hereto shall operate as a waiver of any other default or of a similar default on a future occasion. No such waiver by either party shall be effective unless the same shall be in writing and signed by the waiving party.

24. INDEPENDENT CONTRACTOR

Each party hereto is an independent contractor, and nothing contained herein may be construed as creating a joint venture, partnership, licensor-licensee, principal-agent or mutual agency relationship between or among the parties. Neither party, by virtue of the Proposal or this Agreement, has any right or power to create any obligation, express or implied, on behalf of the other party. No employee, director, officer or consultant of either party will be deemed to be an employee of the other party by virtue of this Proposal or any sale made hereunder.

25. UNFORESEEN OCCURRENCES

If, during the performance of the Services, any unforeseen conditions or occurrences are encountered which, in Montrose's sole judgment, significantly affects or may affect the ability of Montrose to perform the Services, Montrose will promptly notify Client thereof. Subsequent to such notification, Montrose may: (a) if practicable, in Montrose's judgment and with approval of Client, complete the original scope of Services; (b) agree with Client to modify, in writing, the scope of Services and the estimate of charges for the Services; or (c) terminate the Services effective on the date of notification pursuant to the terms herein.

26. CONFIDENTIALITY

Montrose shall treat as confidential all information provided or made accessible to Montrose by Client ("Confidential Information"). Without the express written consent of Client, Montrose shall not disclose Confidential Information to any third party, nor use that information directly or indirectly, other than as contemplated by the Services or as required by law or court order. Notwithstanding the foregoing, Confidential Information does not include information that Montrose demonstrates (a) was in the possession of Montrose on a non-confidential basis before receipt from Client; (b) was or has become generally available to the public other than as a result of disclosure by Montrose or any of the directors, officers, employees, agents, consultants, advisors or other representatives of Montrose; (c) has become available to Montrose on a non-confidential basis from a source other than Client or Client's representatives, provided that the source is not known by Montrose to be bound by a confidentiality agreement with Client or otherwise prohibited from transmitting the information to Montrose by a contractual, legal, fiduciary, or other obligation; or (d) which is required to be disclosed by judicial or administrative process, provided Montrose must promptly notify Client and allow Client a reasonable time to oppose that process if appropriate in the sole discretion of Client. Unless requested otherwise, the Client grants Montrose the permission and right to use the Client's name and a general description of the Project as a reference for other prospective clients.