

2G Energy Inc.
Negotiated Terms and Conditions
for Sale of Equipment and Service

1) Applicability.

(a) These Negotiated Terms and Conditions for the Sale of Equipment and related services (these "**Terms**") are the only terms that govern the sale of equipment and provision of services by **2G Energy Inc.** ("**Seller**") to **xxxxxxxxxx** ("**Buyer**") identified in the accompanying Seller offers and the related purchase order(s) issued by Buyer for the following Seller proposals:

- i) Offer **xxx-xx-xxxxxx** dated **xxxxxx**, 2025 for the supply of [**engine model and BOP description**] engine generator packages (attached as **Annex A-1**); and
- ii) Offer **xxx-xx-xxxxxx** dated **xxxxxx**, 2025, for installation and commissioning services (attached as **Annex A-2**); and
- iii) Technical Specifications.

(b) The accompanying Buyer purchase orders (the "**Purchase Orders**") and these Terms (and all attachments annexes and exhibits to these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Purchase Orders, these Terms shall govern and control.

(c) Except as otherwise provided herein, these Terms prevail over any of Seller's or Buyer's general terms and conditions regardless of whether or when the parties have submitted any request for proposal, offers, purchase orders, or other such documents. The supply of goods and services by Seller or any payment by Buyer does not constitute acceptance of any of the other party's general terms and conditions and does not serve to modify or amend these Terms.

2) Scope of Supply. Seller shall provide to Buyer (a) the equipment and related goods, materials and transportation/delivery services set forth in Annex A-1 (collectively, the "**Equipment**") and (b) all labor, supervision, services, inspections, engineering, delivery, start-up, performance testing, programming and other activities set forth in Annex A-2 (collectively, the "**Services**"), as accepted by Buyer in the Order Confirmations and Purchase Orders and in accordance with these Terms and this Agreement.

3) Performance Dates. Seller shall use reasonable efforts to meet any performance dates specified in this Agreement, but any such dates shall be estimates only. See Section 9 for further information on the delivery of the Equipment and the Services.

4) Buyer's Obligations. Buyer shall:

- (a) cooperate with Seller in all matters relating to the Equipment and the Services and provide such access to Buyer's the installation location at **City, State**, USA (the "Project Site"), and such office

accommodation and other facilities as may reasonably be requested by Seller, to facilitate delivery of the Equipment and incidental to the performance of the Services.

- (b) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to order and deliver the Equipment and perform Services in accordance with the requirements of this Agreement.
 - (c) provide such Buyer materials or information as Seller may reasonably request to carry out the delivery of the Equipment and Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and
 - (d) obtain and maintain all necessary licenses and consents, and comply with all applicable laws in relation to the Equipment and Services before the dates on which the Equipment is delivered and the Services are to start.
- 5) Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Buyer will reimburse Seller for any costs or expenses incurred by Seller as a consequence of such prevention or delay.
- 6) Change Orders.
- (a) If either party wishes to change the scope of supply of the Equipment (as set forth in Annex A-1) or the Services (as set forth in Annex A-2), it shall submit details of the requested change to the other party in writing. Seller shall, within a reasonable time after such request, provide a written estimate to Buyer of:
 - i) the likely time required to implement the change.
 - ii) any necessary variations to the fees and other charges for the Equipment or Services arising from the change.
 - iii) the likely effect of the change on the Equipment and Services; and
 - iv) any other impact the change might have on the performance of the parties' respective obligations under this Agreement.
 - (b) Promptly after receipt of the written estimate of the costs of any approved change, the parties shall negotiate and agree in writing on the terms of such a change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 26.
 - (c) Notwithstanding Section 6(a) and Section 6(b), Seller may, from time to time change scope of supply of the Equipment or the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Equipment or the Services, or the fees or any performance dates set forth in the Order Confirmations.

- (d) Seller may charge for the time it spends assessing and documenting a material change request from Buyer on a time and materials basis.

7) Contract Price, Additional Fees and Expenses; Payment Terms; Interest on Late Payments.

- (a) In consideration of the provision of the supply of Equipment and Services by Seller and the rights granted to Buyer under this Agreement, Buyer shall pay to Seller the price(s) set forth in the Purchase Orders (referred to hereafter as the “**Contract Price**”). Unless otherwise included as part of the scope of supply in Annex A-1 and the scope of work in Annex A-2 (collectively, the “**Deliverables**”, Seller will be entitled to charge and invoice Buyer for any and all additional spare parts, consumables or other materials provided or used in performing its obligations hereunder that are not included in the Deliverables at its prevailing standard rates. The Contract Price for the Equipment and Services are based on Seller’s then current costs of performance when quoted or otherwise provided to Buyer (including, without limitation, the cost of parts, materials, and labor need to perform its obligations), and the assumption that Seller’s ability to perform its obligations under the Agreement in a timely fashion would not be delayed or impaired for reasons beyond its reasonable control. If Seller incurs increased costs for performance for any reason beyond its reasonable control, then Seller will be entitled to an equitable adjustment of the Contract Price payable by the Buyer, as determined by Seller in good faith, to cover Seller’s increased costs of performance.
- (b) To the extent not included in the Contract Price as part of the Deliverables, Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- (c) Payment terms for the total Contract Price of the Equipment of as set forth in Annex A-1 are:
 - i) Down payment due at time of Buyer’s Purchase order equal to 35% of the Contract Price.
 - ii) Upon notice of readiness to ship from Seller to Buyer, 65% of the Contract Price, but in any case prior to shipment.
- (d) Seller shall issue invoices to Buyer when the scheduled payments are due and Buyer shall pay all invoiced amounts due to Seller within thirty (30) days after Buyer's receipt of such invoice. All payments hereunder shall be in US dollars and made by wire or ACH transfer to Seller’s bank per instructions set forth on such invoices.
 - i) In the event payments are not received by Seller within 30 days after becoming due, Seller may:
 - (1) charge interest on any such unpaid amounts at a rate of 1% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and
 - (2) suspend performance for all Services until payment has been made in full.

- 8) Taxes. The contract price for the Equipment and Services does not include sales, use, gross receipts, excise, value-added, services, duties, tariffs or any similar transaction or consumption taxes (the “Taxes”) except as otherwise specified in the Order Confirmations. Buyer shall be responsible for

Taxes, on any amounts payable by Buyer hereunder except that Seller has included in the Contract Price the customs and import duties or tariffs on the Equipment which will be delivered to the Buyer **DDP or "Delivered Duty Paid" (INCOTERMS 2020)**. It is further agreed by Seller and Buyer that if there is any increase or decrease in the import duties on the Equipment between the date of the Confirmation Order and the date of shipment of the Equipment, any such increase or decrease shall be an adjustment to the Contract Price as the case may be.

9) Delivery, Storage of Equipment, Passage of Title and Risk of Loss, Liens

- (a) The Contract Price for the Equipment includes the cost and expense of Seller for the importation and delivery of the Equipment to the Project Site **"Delivered Duty Paid" (DDP per INCOTERMS 2020)**, but excludes the cost of rigging, off-loading and placing the equipment at the project site, which will be activities and obligation of Buyer or others unless otherwise agreed by the parties.
- (b) The estimated ex-works readiness date of the Equipment to the Project Site is **xx** weeks from the date of the applicable Purchase Order and Down Payment with the Services to follow accordingly. The estimated delivery date is subject to revision by the mutual agreement of the parties.
- (c) Seller and Buyer will reasonably determine and schedule a delivery date for the Equipment to arrive at the Project Site after all technical and commercial details have been clarified and finalized. It is understood and agreed by the parties that the timing of delivery of the Equipment is of key importance under this Agreement and that delays to the scheduled delivery date are to be avoided. Seller will use its best efforts to meet the schedule delivery date. Buyer agrees to inspect the delivered Equipment immediately upon receipt as to completeness, accuracy, the absence of defects or non-conformity with the Deliverables that may reasonably be observed, and Buyer shall give Seller written notice of any claimed defect or non-conformity to this Agreement within two (2) business days of discovery.
- (d) In the event that all or any part of the Equipment cannot be shipped to the Project Site when ready due to any cause not attributable to Seller, Buyer agrees that Seller may ship such Equipment to storage. If such Equipment is placed into storage, including storage at the manufacturer's facility, the following conditions shall apply: (a) Title and all risk of loss or damage shall thereupon be the responsibility of Buyer; (b) any amount otherwise payable to Seller upon delivery or shipment of such Equipment shall be payable upon presentation of invoice(s) by Seller; (c) all expenses incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, rigging, removal charges and any taxes shall be payable by Buyer upon submission of invoice(s) by Seller (net 30 from date of invoice(s)); and (d) when conditions permit and upon payment of all amounts due hereunder, Seller shall resume delivery of the Equipment to the Project Site or other delivery location specified by Buyer. If the cost to deliver to any other delivery location other than the Project Site exceeds the cost to deliver to the Project Site, such cost shall be payable by Buyer upon submission of invoices by Seller (payable Net 30 days).
- (e) The Title to the equipment shall transfer from the Seller to the Buyer when the equipment is cleared for export.
- (f) Unless otherwise agreed in writing by the parties, the risk of loss shall pass to Buyer upon delivery of the Equipment to the Project Site or other agreed delivery location. At all times from and after

delivery of the Equipment to such location and for so long as any amounts due to Seller under the Agreement remain unpaid, Buyer shall purchase and maintain all risks loss insurance respective of the Equipment in an amount of not less than the value of the Equipment. Buyer shall cause Seller to be named an additional insured on such policy or policies. Upon any loss of or to the Equipment or other claim covered by such insurance, Buyer shall immediately take all steps, including as directed by Seller, to collect payment and instruct the insurance company to remit to Seller an amount equal to the unpaid amounts due under the Agreement. All premiums and deductibles under such insurance shall be the sole responsibility of Buyer.

- (g) If Seller or any subcontractor claiming through Seller has provided a notice of intent to file a lien or charge against the Project Site pursuant to applicable law, Seller shall, and shall require any such subcontractor to submit the following releases: (i) conditional releases of liens for labor and materials or other work supplied by Seller or such subcontractors as a condition of disbursement of the any scheduled payments due and owing from Buyer which has not been timely paid at the time of execution of such release; and (ii) unconditional releases of liens for the portion of labor and materials and other work supplied by Seller and such subcontractors for which payment has been received by Seller or any subcontractor.

- 10) 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 the Deliverables (except for any Confidential Information of Buyer or Buyer- owned materials or equipment) shall be owned by Seller. Subject to Buyer's payment of all fees and reimbursements owed with respect to the Services, Seller hereby grants Buyer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make reasonable use of the Deliverables and the Services.

- 11) Confidential Information.

- (a) All non-public, confidential or proprietary information of Seller, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to Buyer's, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Seller to Buyer, 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 Agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Seller. Confidential Information does not include information that is:
 - i) in the public domain.
 - ii) known to Buyer at the time of disclosure; or
 - iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

- (b) Buyer agrees to use Confidential Information only to make use of the Equipment, the Services and Deliverables under the Agreement.
- (c) Seller shall be entitled to injunctive relief for any violation of this Section.

12) Representations and Warranty.

The Equipment, all Services and any Proprietary Parts (as defined below) provided or used by Seller in the course of performing its obligations under this Agreement are provided and sold subject to Seller's standard limited warranty, a copy of which is attached as Annex B (the "**Standard Warranty**"). "**Proprietary Parts**" means any spare parts, consumables and other materials that are manufactured exclusively by or for the account of Seller or its affiliates to specifications that are proprietary to Seller or its affiliates. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE STANDARD WARRANTY, SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY NATURE, KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE REMEDIES SET FORTH IN THE STANDARD WARRANTY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTIES SET FORTH IN THE STANDARD WARRANTY.**

13) Limitation of Liability.

- (a) IN NO EVENT SHALL Seller BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, 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 DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL SELLER'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 PURCHASE PRICE PAID OR PAYABLE TO SELLER PURSUANT TO THE APPLICABLE ORDER CONFIRMATION FOR THE SPECIFIC EQUIPMENT, SERVICE OR OTHER ITEM GIVING RISE TO THE CLAIM.
- (c) **The limitation of liability set forth in Section 13(b) above shall not exclude or limit liability for personal injury or death to the extent that such liability cannot be excluded or limited under applicable law.**

14) Termination Rights of Buyer and Seller.

- (a) Buyer may terminate this Agreement without cause at any time upon written notice to Seller, *provided however*, that Buyer concurrently delivers to Seller payment of a termination charge (the “Termination Charge”). The Termination Charge shall be calculated as follows: (i) the Contract Price, less any amount already paid to Seller, multiplied by (ii) the applicable percentage set forth below:

# of Days after Contract Date	Percentage
<30 days	30%
31-60 days	50%
61+ days	100%

Title to the Equipment and any work in progress shall remain with Seller, or shall revert to Seller if previously transferred, in the event Buyer elects to terminate the Agreement pursuant to this Section 14 unless the Termination Charge paid is 100% of the Contract Price, in which case, upon Buyer’s request, Seller will either (x) fulfill its obligations under the Agreement or (y) transfer title to the Equipment and any work in progress to Buyer and deliver the Equipment to Buyer’s designated delivery site. Buyer will be charged for delivery costs over and above the cost of delivery to the Project Site included in the Contract Price.

- (b) By Buyer upon not less than thirty (30) days advance notice to Seller (which notice shall state in reasonable detail the circumstances giving rise to the exercise by Customer of its right of termination) in the event of a material breach by the Seller of this Agreement which is not cured prior to the end of such period; provided that the period shall be extended beyond the thirty (30) days if the claimed breach is not reasonably capable of being cured within such thirty (30) day period as long as Seller shall continue to use good faith and reasonable efforts to cure the claimed breach.
- (c) If Buyer or Seller becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors, under any bankruptcy or insolvency laws, both Buyer and Seller shall be entitled to terminate this Agreement for cause and enforce and pursue its remedies hereunder and under applicable law.
- (d) If Buyer fails to fulfill any of the payment conditions set forth in this Agreement, Seller may suspend performance and delivery after providing written notice to Buyer and a ten (10) day period from the date of such written notice for Buyer to fulfill any such payment condition; *provided* such cure right of Buyer shall only apply once in any six (6) month period. Any unanticipated cost incurred by Seller in accordance with such suspension (including reasonable storage costs) shall be payable by Buyer upon receipt of Seller’s invoices with documentation to support such additional charges. Performance of Seller’s obligations shall be extended for a period equaling the period of Buyer’s non-fulfillment of any portion of the payment terms, whether or not Seller suspends performance, and such additional time as may be reasonably necessary in the circumstances. If Buyer does not correct such failure in the ten (10) day period, then Seller may, at its option, terminate this Agreement in respect to the portion of Equipment not delivered and Services not yet performed. If Seller terminates this Agreement, Buyer shall return to Seller all Equipment Seller

has already delivered and for which payment has not been made in full at Buyer's cost and expense and at Buyer's risk.

- (e) If Buyer fails to make a scheduled payment of the Contract Price or otherwise arising from the Agreement within ten (10) business days of the due date (i) the outstanding unpaid amounts due Seller shall be subject to a default interest at a rate equal to one percent (1%) per month or the maximum rate of interest then permitted according to the laws of the State of Florida, to the extent applicable. Notwithstanding the exercise of any other right hereunder, Seller shall have all remedies available to it at law or in equity including, but not limited to, the right to terminate the Agreement.
- 15) Mutual Indemnity. To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party and its affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all damages, losses, liabilities, obligations, costs, fines, judgments, penalties and expenses (including, but not limited to reasonable fees and charges of attorneys) ("Losses") relating to or arising out of or resulting from any claim, demand, suit or action of a third party (collectively, "Claims") to the extent such Claims arise out of or result from the indemnifying party's (or any of its affiliates or their respective agents, representative's, officer's, director's, manager's, member's or employee's): (i) breach of this Agreement or (ii) gross negligence or intentional misconduct. To the extent any such Losses or Claims arise from any breach of this Agreement or the gross negligence or intentional misconduct of one or both of the parties, the obligation to indemnify under this Section 15 shall be comparative and the indemnifying party shall not be obligated to indemnify the indemnified party to the extent that such Losses or Claims were caused by any breach of this Agreement by the indemnified party or the gross negligence or intentional misconduct of the indemnified party.
- 16) Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement 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) Excusable Delays and Force Majeure. Other than Buyer's obligation to make the payments of the Contract Price when due under this Agreement, neither Buyer nor Seller shall not be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of either party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, labor or equipment at prices and on terms Seller deems in its sole discretion to be commercially reasonable, or equipment or telecommunication breakdown or power outage. Such circumstances entitle the parties to postpone performance for the duration of such circumstance plus a reasonable starting up time or to cancel any order or part thereof not yet fulfilled.

- 18) Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
- 19) Relationship Between the Parties. 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.
- 20) No Third-party Beneficiaries. This Agreement 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 Agreement 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. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. . EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.
- 22) Dispute Resolution and Arbitration. Subject to Section 27 below, any dispute, controversy or claim arising out of or relating to this Agreement other than collection matters and actions seeking injunctive relief in a court of competent jurisdiction to prevent or cease a violation of intellectual property rights related to the products or services or Section 11 with respect to a party's Confidential Information, will be resolved through binding international arbitration administered by the Commercial Arbitration and Mediation Centre for the Americas (CAMCA) in accordance with its rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Jacksonville, Florida, and the language of the arbitral proceeding will be English.
- 23) 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 Confirmations 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 Agreement, 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.
- 24) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 25) 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 Agreement including, but not limited to, the following

provisions: Fees and Expenses, Payment Terms, Interest on Late Payments; Taxes; Intellectual Property; Confidential Information; Representation and Warranty; Limitation of Liability; Indemnity; Governing Law; Submission to Jurisdiction; and Survival.

- 26) Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.
- 27) Mediation: Except as provided below, all disputes arising under or related to this Agreement which cannot be resolved through negotiations between the parties shall be submitted to mediation according to this Section. Completion of such mediation shall be a condition precedent to bringing any action pursuant to this Agreement. If the parties fail to reach a settlement of their dispute within thirty (30) days after the earliest date upon which one of the parties notified the other of its desire to attempt to resolve the dispute, then the dispute shall be promptly submitted to mediation by a single mediator chosen by the mutual consent of the parties. If the parties are unable to agree on a mediator, Seller shall nominate one individual, and the other party shall nominate another, and those two nominated individuals jointly shall choose a mediator. The mediation shall take place in Jacksonville, Florida. This obligation of the parties to submit any dispute arising under or related to this Agreement shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, either party may seek an injunction or other appropriate relief from a court or arbitrator (if arbitration is provided for in this Agreement) to preserve the status quo (including preservation of a claim that would otherwise be barred by an applicable statute of limitations that expires within sixty (60) days of the filing) with respect to any matter pending conclusion of the mediation, but shall not be permitted to stay or otherwise impede the progress of the mediation. If the parties fail to reach an agreement through the above mediation process, either party may seek resolution through arbitration in accordance with Section 22 above.

*****End of Negotiated Terms and Conditions*****