

**Proposal Attachment for Customers Without an Existing Contract or Master Services Agreement**

These Terms apply to each TMPC proposal unless superseded by a mutually executed written agreement. Any purchase order, portal term, or acknowledgement modifies these Terms only if expressly accepted in writing by TMPC. Authorization to proceed, use of services or deliverables, or payment constitutes acceptance.

**1. Scope and Standard of Care.** TMPC will perform only the services and provide only the deliverables expressly identified in the Proposal (the "Services" and "Deliverables"). Services not expressly included in the Proposal are excluded from TMPC's scope and, if requested or required, will be treated as additional services subject to **Section 5**.

TMPC will perform the Services with the degree of care and skill ordinarily exercised by similarly situated providers performing comparable controls, automation, electrical, Supervisory Control and Data Acquisition ("SCADA"), Human-Machine Interface ("HMI"), instrumentation, commissioning, troubleshooting, and related engineering services under similar circumstances. No other standard of care, warranty, or performance obligation, express or implied, applies unless expressly stated in the Proposal.

Unless expressly stated as a guaranteed performance criterion in the Proposal, TMPC does not warrant or guarantee production output, throughput, uptime, availability, efficiency, product quality, energy savings, regulatory or code compliance, cybersecurity outcomes, or any other operational or economic result.

References to Customer or third-party specifications, standards, drawings, or other documents define TMPC's scope or obligations only to the extent expressly incorporated into the Proposal.

**2. Customer Responsibilities.** Customer will timely provide accurate and complete information, process data, drawings, specifications, existing programs and configuration files, system and network access, safe site conditions, knowledgeable personnel, permits and approvals within Customer's responsibility, operating support, and plant, information technology ("IT"), and operational technology ("OT") resources reasonably necessary for TMPC to perform the Services. Customer will timely review submissions and provide decisions, approvals, authorizations, and other information reasonably requested by TMPC.

TMPC may reasonably rely on information, documentation, representations, instructions, approvals, and existing systems provided or made available by Customer, its personnel, original equipment manufacturers ("OEMs"), contractors, vendors, and other parties designated by Customer, without independent investigation or verification unless such verification is expressly included in the Proposal. TMPC is not responsible for errors, omissions, incompatibilities, concealed conditions, or deficiencies in such information or existing systems that are not caused by TMPC.

Customer retains responsibility for ownership, operation, supervision, and control of its facility, processes, equipment, systems, networks, and personnel, including operating decisions, process safety, machinery safety, hazard analysis, safe operating limits and procedures, cybersecurity governance and administration, user access, backups and recovery, and compliance with laws, permits, and regulatory requirements applicable to Customer's facility and operations, except to the extent a specific responsibility is expressly included in TMPC's Services.

Customer will maintain current and recoverable backups of programs, configurations, data, and systems that may be accessed or affected by the Services and will maintain appropriate means to restore affected systems, unless backup or recovery services are expressly included in the Proposal.

Any delay, additional effort, rework, remobilization, or other impact resulting from inaccurate or incomplete information, unavailable access or support, concealed or changed conditions, Customer directed changes, or Customer's failure to timely perform its responsibilities will entitle TMPC to an equitable adjustment in compensation and schedule in accordance with **Sections 4 and 5**.

**3. Payment, Taxes, and Expenses.** Unless otherwise stated in the Proposal, invoices are due within thirty (30) days after the invoice date. Customer must notify TMPC in writing of any good-faith dispute regarding an invoice within fifteen (15) days after the invoice date, identifying the specific amount disputed and the basis for the dispute. Customer will timely pay all undisputed amounts, and failure to dispute an invoice within that period will constitute acceptance of the invoice, except for manifest billing errors.

Past-due amounts may accrue a service charge of one and one-half percent (1.5%) per month, or the maximum lawful rate, whichever is less. Customer will reimburse TMPC for reasonable costs incurred in collecting past-due amounts, including reasonable attorneys' fees and collection costs, to the extent permitted by applicable law.

Unless expressly included in the Proposal, pricing excludes applicable sales, use, excise, transaction, and similar taxes and governmental charges arising from the Services, Deliverables, equipment, or materials, other than taxes imposed on TMPC's net income. Customer is responsible for such taxes and charges and for freight, shipping, travel, lodging, per diem, rentals, expedited delivery, and other reimbursable project expenses incurred in connection with the Services.

TMPC may require deposits, progress or milestone payments, and advance payment for equipment, materials, software, licenses, or other third-party commitments as stated in the Proposal. Amounts paid or committed for specially ordered, custom, non-returnable, or non-cancellable items are non-refundable to the extent TMPC has incurred or irrevocably committed such costs.

If any undisputed amount remains past due, TMPC may, upon written notice, suspend the Services, decline to incur additional costs or commitments, and withhold Deliverables, documentation, software, equipment, materials, or other project items until all past-due undisputed amounts are paid. Any resulting delay, remobilization, escalation, storage, cancellation, restart, or other cost or schedule impact will entitle TMPC to an equitable adjustment in compensation and schedule. Suspension for non-payment will not constitute a breach by TMPC or relieve Customer of its payment obligations.

**4. Schedule, Delays, and Escalation.** Unless expressly identified in the Proposal as a firm commitment, dates and schedules are good-faith estimates based on conditions, information, and anticipated availability existing when the Proposal is issued. TMPC's performance is dependent upon timely Customer decisions, approvals, information, access, site readiness, and performance of Customer's responsibilities, as well as the availability and performance of utilities, original equipment manufacturers ("OEMs"), contractors, vendors, suppliers, carriers, governmental authorities, and other third parties outside TMPC's reasonable control.

TMPC is entitled to an equitable adjustment in schedule for delays, disruptions, suspensions, resequencing, changed or concealed site conditions, restricted access, unavailable Customer or third-party support, equipment or material shortages, supply-chain disruptions, labor shortages, utility interruptions, permitting or governmental delays, or other circumstances beyond TMPC's reasonable control. TMPC will not be responsible for damages or penalties resulting from such delays.

Standby, acceleration, deceleration, resequencing, remobilization, additional mobilizations or site visits, overtime requested or required to recover Customer- or project-caused delay, expedited procurement or shipping, storage, material or equipment escalation, tariffs, supplier increases, cancellation or restocking charges, and additional labor or other costs resulting from circumstances not caused by TMPC are additional to the quoted price and will entitle TMPC to an equitable adjustment in compensation and schedule.

If a delay, suspension, or change affects TMPC's planned personnel, equipment, or resource availability, TMPC may reschedule the affected Services based on its then-current availability. TMPC is not obligated to accelerate, incur overtime, add personnel, or otherwise mitigate a delay not caused by TMPC unless Customer authorizes the resulting additional costs in writing.

**5. Changes in Scope.** Any change to the Services, Deliverables, assumptions, schedule, sequence, site conditions, quantities, specifications, level of effort, or other basis of the Proposal may result in an equitable adjustment to compensation, schedule, and other affected terms. TMPC is not obligated to perform changed or additional Services unless authorized by Customer in writing, except as provided below.

Written authorization may include an executed change order, revised purchase order accepted by TMPC, email authorization, field directive, or other written instruction from Customer's authorized representative that reasonably directs TMPC to perform changed or additional Services. Unless otherwise agreed in writing, such Services will be performed at TMPC's then-applicable rates plus associated expenses, materials, equipment, and third-party costs.

If Customer verbally directs or requests changed or additional Services in circumstances where obtaining prior written authorization is impracticable, TMPC may proceed in reasonable reliance on that direction and will document the direction and resulting change as soon as reasonably practicable. Customer will compensate TMPC for such authorized additional Services at TMPC's then-applicable rates, together with associated expenses, materials, equipment, and third-party costs.

Additional meetings, site visits, testing, programming, commissioning, troubleshooting, rework, resequencing, standby, or other effort resulting from Customer requests, inaccurate or incomplete Customer-furnished information, changed or concealed conditions, third-party actions, or circumstances outside TMPC's original scope will be treated as additional Services. Work required solely to correct a deficiency in TMPC's Services for which TMPC is responsible under these Terms will not constitute additional Services.

**6. Acceptance and Closeout.** Unless different acceptance criteria are expressly stated in the Proposal, Services and Deliverables will be deemed accepted upon the earliest of: (a) Customer's written acceptance; (b) Customer's operational, production, or beneficial use of the applicable Services or Deliverables, other than solely for agreed testing or acceptance purposes; or (c) thirty (30) days after delivery or substantial completion of the applicable Services or Deliverables if Customer has not provided TMPC with written notice identifying specific material deficiencies in relation to the requirements expressly stated in the Proposal.

Customer will not unreasonably withhold or delay acceptance. A notice of deficiency must describe the alleged deficiency in reasonable detail and provide TMPC with a reasonable opportunity to inspect and, if the deficiency is attributable to TMPC and covered by its obligations under these Terms, correct the deficiency. Minor omissions, punch list items, or deficiencies that do not materially impair the intended use of substantially completed Services or Deliverables will not delay acceptance.

Acceptance may occur separately for discrete phases, systems, equipment, Deliverables, or portions of the Services that are completed and placed into operational or beneficial use. Acceptance of one portion does not constitute acceptance of an incomplete portion that has not yet been delivered or substantially completed.

Following completion and payment of all undisputed amounts then due, TMPC will provide final documentation, backups, configuration or project files, and other closeout or handover materials expressly identified as Deliverables in the Proposal. Acceptance does not waive Customer's rights under the express warranty in **Section 7**.

**7. Warranty.** TMPC warrants that its Services will be performed in accordance with the standard of care stated in **Section 1**. For a period of ninety (90) days following completion or Customer's operational or beneficial use of the applicable Services, whichever occurs first (the "Warranty Period"), TMPC will, as Customer's exclusive warranty remedy, reperform or correct Services that materially fail to conform to that standard of care and are directly attributable to TMPC.

Customer must notify TMPC in writing of any claimed warranty deficiency within the applicable Warranty Period, describe the claimed deficiency in reasonable detail, and provide TMPC with reasonable access and opportunity to investigate and, if covered by this warranty, correct or reperform the affected Services. Warranty obligations apply separately to discrete phases, systems, or portions of the Services completed or placed into operational or beneficial use at different times.

This warranty does not apply to deficiencies, failures, or damages resulting from or relating to Customer or third-party acts or omissions; inaccurate or incomplete information; existing or third-party systems, equipment, software, firmware, networks, wiring, instruments, or components; defects in equipment or materials not manufactured by TMPC; misuse; improper operation or maintenance; normal wear; unauthorized access; cybersecurity events; changes in operating conditions; changes in process, equipment, software, configuration, or network architecture; or modification, repair, programming, or other work performed by persons other than TMPC, except to the extent the claimed deficiency is directly attributable to TMPC's Services.

Hardware, software, firmware, instruments, panels, networking devices, equipment, materials, and other third-party products furnished or incorporated by TMPC are subject solely to the applicable manufacturer's, supplier's, or licensor's warranties, if any. To the extent permitted and transferable, TMPC will pass through or reasonably assist Customer in obtaining the benefit of such warranties, but TMPC does not independently warrant third-party products.

If TMPC investigates a reported warranty issue and reasonably determines that the condition is not covered by this warranty, resulting troubleshooting, investigation, travel, site time, repair, programming, replacement, or other Services may be billed as additional Services at TMPC's then-applicable rates, together with associated expenses and third-party costs.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTY IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

**8. Intellectual Property and Software License.** Each party retains ownership of intellectual property, materials, data, software, documentation, methods, and other proprietary rights owned or developed by that party independently of the Services. Customer retains ownership of materials, information, data, programs, drawings, specifications, and other intellectual property furnished by Customer to TMPC ("Customer Materials") and grants TMPC a non-exclusive license to use, reproduce, modify, and access Customer Materials as reasonably necessary to perform the Services.

TMPC retains all right, title, and interest in its pre-existing and independently developed intellectual property and in its methods, know-how, concepts, processes, templates, standards, designs, tools, utilities, libraries, reusable or generic code, function blocks, routines, algorithms, frameworks, development techniques, and other technology or materials of general application, including improvements or modifications to any of the foregoing developed in connection with the Services (collectively, "TMPC Background IP"). No ownership of TMPC Background IP transfers to Customer.

Upon TMPC's receipt of full payment for the applicable Services and Deliverables, Customer receives a perpetual, non-exclusive license to use, operate, maintain, reproduce for backup and archival purposes, and modify the project-specific Deliverables and any TMPC Background IP incorporated into and necessary to use those Deliverables, solely for Customer's internal operation, maintenance, repair, and modification of the facility, system, equipment, or project for which the Deliverables were prepared.

Customer may permit its employees, affiliates, operators, maintenance providers, contractors, and replacement service providers to exercise the foregoing rights solely on Customer's behalf and for the permitted purposes, provided Customer remains responsible for their compliance with these Terms. Customer may not separately extract, commercialize, sell, sublicense, publish, distribute, or use TMPC Background IP to provide products or services to third parties or for unrelated facilities or projects without TMPC's prior written consent.

Customer assumes responsibility for modifications to the Deliverables made by Customer or third parties after delivery. TMPC is not responsible for errors, failures, damages, safety consequences, incompatibilities, or other effects resulting from such modifications, and any resulting investigation, restoration, reprogramming, or other Services by TMPC will be treated as additional Services unless the condition is otherwise covered by TMPC's express warranty.

Third-party software, firmware, equipment, libraries, components, and other materials are subject to the applicable manufacturer's, supplier's, licensor's, or open-source license terms and restrictions. Customer's rights in such materials are limited to the rights granted by the applicable third party, and TMPC does not grant or warrant rights in third-party materials beyond those TMPC is authorized to provide.

Except for the licenses expressly granted in this Section, no intellectual property rights are transferred or granted by implication, estoppel, or otherwise.

**9. Confidentiality and Data.** "Confidential Information" means non-public technical, commercial, financial, operational, process, pricing, security, cybersecurity, software, system, network, business, and other proprietary information disclosed or made available by or on behalf of one party ("Disclosing Party") to the other ("Receiving Party") in connection with the Proposal or Services, whether in written, electronic, visual, oral, or other form, that is identified as confidential or that a reasonable person would understand to be confidential under the circumstances.

The Receiving Party will use the Disclosing Party's Confidential Information only as reasonably necessary to perform, receive, administer, or enforce the Services and the parties' respective rights and obligations. The Receiving Party will protect Confidential Information using at least reasonable care and no less than the care it uses to protect its own information of similar sensitivity. The Receiving Party may disclose Confidential Information to its employees, affiliates, subcontractors, consultants, professional advisers, and other representatives who have a legitimate need to know the information for the permitted purposes and who are subject to confidentiality obligations or professional duties of confidentiality.

Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes publicly available through no breach of these Terms; (b) was lawfully known to the Receiving Party without restriction before disclosure; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information.

If the Receiving Party is required by law, regulation, subpoena, court order, or governmental authority to disclose Confidential Information, it may make the required disclosure, provided that, to the extent legally permitted, it gives the Disclosing Party reasonable prior notice and reasonable cooperation, at the Disclosing Party's expense, if the Disclosing Party seeks a protective order or other appropriate remedy.

Customer authorizes TMPC and its personnel and authorized subcontractors to access and use Customer systems, networks, equipment, software, data, documentation, and other information to the extent reasonably necessary to perform the Services. Customer represents that it has authority to grant such access and will identify in advance any material access restrictions, security requirements, or data-handling requirements applicable to the Services. TMPC will use such access and information only for purposes reasonably related to the Services and its obligations under these Terms.

Upon written request following completion or termination of the Services, each party will reasonably return or destroy the other party's Confidential Information in its possession, subject to applicable law, ordinary-course backup and archival systems, professional record-retention requirements, and information reasonably retained to document or enforce contractual rights or obligations. Any retained Confidential Information remains subject to this Section.

The obligations in this Section will continue for five (5) years after completion or termination of the applicable Services; provided, however, that information qualifying as a trade secret under applicable law will be protected for so long as it continues to qualify as a trade secret. Nothing in this Section restricts TMPC from using general knowledge, skills, experience, ideas, concepts, techniques, or know-how retained in the unaided memory of its personnel, provided TMPC does not disclose Customer Confidential Information or use Customer-owned intellectual property except as permitted by these Terms.

**10. Cybersecurity Services.** TMPC provides cybersecurity assessments, consulting, configuration, testing, remediation, monitoring, or other cybersecurity-related services ("Cybersecurity Services") only to the extent expressly identified in the Proposal. TMPC's ordinary access to or work involving Customer's information technology ("IT"), operational technology ("OT"), networks, software, control systems, or connected equipment in performing other Services does not, by itself, constitute Cybersecurity Services or impose cybersecurity monitoring, assessment, remediation, or incident-response obligations on TMPC.

Cybersecurity Services are performed using commercially reasonable efforts consistent with the scope and conditions stated in the Proposal and are intended to assist Customer in assessing or improving its security posture. Cybersecurity threats, vulnerabilities, technologies, attack techniques, and industry practices continually evolve. Accordingly, no Cybersecurity Service, assessment, recommendation, test, configuration, or remediation constitutes an insurance policy, certification, warranty, or guarantee that Customer's systems are secure, free from vulnerabilities, compliant with any particular security framework, or protected against unauthorized access, malware, ransomware, data loss, operational disruption, or other cyber events.

Any assessment, testing, findings, or recommendations are based on the systems, information, access, scope, conditions, and threats reasonably known or observable at the time the applicable Cybersecurity Services are performed. Unless expressly included in the Proposal, TMPC is not responsible for continuous monitoring, subsequent vulnerability identification, future threat analysis, implementation of recommendations, security updates, patch management, or reassessment following changes to Customer's systems, networks, software, equipment, personnel, or threat environment.

Customer retains responsibility for cybersecurity governance and risk-management decisions, including system ownership, security policies, risk acceptance, user and privileged access, identity and credential management, network architecture, patching, backups, recovery, monitoring, incident detection and response, business continuity, disaster recovery, and implementation of TMPC recommendations, except to the extent a specific responsibility is expressly included in the Cybersecurity Services.

Customer authorizes TMPC to perform the access, assessment, scanning, testing, configuration, or other activities expressly included in the Cybersecurity Services and represents that it has authority to authorize such activities with respect to the applicable systems, networks, equipment, and data. Before Cybersecurity Services begin, Customer will identify material operational restrictions, prohibited testing methods, critical systems, production constraints, safety requirements, third-party restrictions, and other conditions that could affect the performance or risk of the Cybersecurity Services.

Customer acknowledges that authorized cybersecurity testing, scanning, configuration changes, patching, remediation, or related activities may affect system availability, communications, performance, or operation. Customer will maintain appropriate backups, restoration capability, operational safeguards, and qualified personnel appropriate to the activities being performed, unless expressly included in TMPC's scope. TMPC may suspend or modify testing or other Cybersecurity Services if TMPC reasonably believes continuing the activity may create an unacceptable safety, operational, security, or system-availability risk.

TMPC is not responsible for vulnerabilities, security incidents, unauthorized access, malware, ransomware, data loss, operational disruption, or other cyber events resulting from third-party products or services, pre-existing conditions, Customer or third-party acts or omissions, Customer's decision not to implement or maintain recommended measures, changes made after TMPC's Services, or threats or vulnerabilities not reasonably identifiable within the agreed scope at the time the Services were performed, except to the extent directly caused by TMPC's failure to perform the applicable Cybersecurity Services in accordance with the standard of care stated in **Section 1**.

**11. Safety and Stop Work.** Customer retains responsibility for overall facility, process, machinery, and personnel safety and for the ownership, operation, supervision, and control of Customer's facility, processes, equipment, and systems. Customer will provide TMPC with applicable site-specific safety requirements, required orientation and training, safe and timely access, appropriate escorts, permits and authorizations within Customer's responsibility, and reasonably complete information concerning known or reasonably identifiable hazards that may affect the Services, including hazardous materials or processes, energized equipment, confined spaces, classified or hazardous locations, stored energy, and other unusual site conditions.

Customer is responsible for establishing and administering facility lockout/tagout ("LOTO"), energy-control, operating, and safety procedures and for coordinating required shutdowns, isolations, clearances, permits, and authorizations, except to the extent a specific responsibility is expressly included in TMPC's Services. TMPC personnel will comply with applicable site safety procedures communicated to TMPC and may apply personal locks, tags, or other protective measures as required by applicable law, TMPC policy, or site procedures.

Unless expressly included in the Proposal, TMPC's Services do not include responsibility for Customer's overall process hazard analysis, machinery risk assessment, determination of safe operating limits, design or validation of safety instrumented systems, safety-rated control systems, emergency shutdown systems, machine guarding, protective devices, or other independent safety layers. Standard control logic, programming, alarms, permissives, interlocks, Human-Machine Interface ("HMI") functions, or Supervisory Control and Data Acquisition ("SCADA") functions provided by TMPC will not be considered safety-rated or relied upon as the sole means of personnel, machinery, or process protection unless expressly identified and designed for that purpose in the Proposal.

For startup, commissioning, testing, troubleshooting, energization, or other activities that may cause equipment movement, energization, de-energization, process changes, alarms, trips, shutdowns, or other operational effects, Customer will provide appropriate authorization, qualified operating personnel, and safe operating conditions and will coordinate affected personnel and equipment. Unless expressly included in TMPC's Services, Customer retains authority and responsibility for determining when equipment or processes may be safely energized, started, operated, placed into production, shut down, or returned to service.

TMPC may refuse to begin, or may suspend or stop, any activity if TMPC reasonably believes that conditions are unsafe; required safety information, access, authorization, isolation, support, or qualified personnel are unavailable; applicable safety procedures are not being followed; or continuing the activity could create an unreasonable risk to persons, property, equipment, systems, or the environment. TMPC will not be liable for delay or resulting consequences arising from a good-faith exercise of this right.

Standby, delay, demobilization, remobilization, additional site visits, resequencing, or other cost or schedule impacts resulting from unsafe conditions, unavailable access or support, Customer-required shutdowns, incomplete safety preparations, or TMPC's good-faith exercise of its stop-work rights for circumstances not caused by TMPC will entitle TMPC to an equitable adjustment in compensation and schedule.

**12. Insurance and Third Parties.** TMPC will maintain insurance coverage of the types and limits maintained by TMPC in the ordinary course of its business and as required by applicable law. Upon reasonable request, which do not violate the law, privacy or applicable rights reserved by TMPC, TMPC will provide certificates of insurance evidencing such coverage. Certificates of insurance are provided for informational purposes only and do not amend, expand, or alter the terms, conditions, exclusions, or limits of the applicable insurance policies or TMPC's obligations under these Terms.

Any Customer requirement for insurance types or limits beyond TMPC's standard insurance program, additional insured status, primary or non-contributory wording, waivers of subrogation, specific policy forms, bonds, special endorsements, or other insurance-related requirements must be disclosed before award and expressly accepted in writing by TMPC. Any additional premium, administrative expense, bond cost, or other cost incurred by TMPC to satisfy an accepted Customer specific requirement may be charged to Customer unless expressly included in the Proposal.

Insurance maintained by TMPC does not enlarge TMPC's contractual obligations or liability, create liability where none otherwise exists, or waive, modify, or increase any exclusion, limitation, allocation of risk, or remedy stated in these Terms, including the limitations of liability in **Section 13**.

TMPC may use qualified subcontractors, consultants, suppliers, original equipment manufacturers ("OEMs"), vendors, and other third parties in connection with the Services. TMPC remains responsible for the performance of subcontracted Services to the extent expressly included in TMPC's scope and performed under TMPC's direction, subject to these Terms. TMPC is not responsible for acts, omissions, defects, delays, failures, warranties, or performance of Customer, utilities, governmental authorities, carriers, Customer's contractors, or other third parties not under TMPC's direction or control.

Where Customer specifies, selects, directs, requires, or approves a particular third-party product, manufacturer, OEM, contractor, vendor, technology, software, equipment, or service, TMPC may reasonably rely upon that selection and upon information furnished by the applicable third party. TMPC does not independently warrant or guarantee the performance, availability, compatibility, continued support, or fitness of such third-party products or services, except to the extent a specific responsibility is expressly included in TMPC's Services.

**13. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TMPC BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, STATUTE, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, LIQUIDATED, OR DELAY DAMAGES, OR FOR ANY LOSS OF PRODUCTION, PRODUCT, THROUGHPUT, REVENUE, PROFITS, USE, DATA, BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE PRODUCTION, EVEN IF TMPC HAS BEEN ADVISED OF OR COULD REASONABLY HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TMPC'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PROPOSAL, SERVICES, DELIVERABLES, OR THESE TERMS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL NOT EXCEED THE FEES PAID OR PAYABLE TO TMPC FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM.

The exclusions and limitations in this Section apply collectively to all claims arising from the same or related Services, events, acts, omissions, or circumstances and will not be increased by the number of claims, claimants, theories of recovery, Deliverables, or insurance policies potentially applicable. The existence or amount of insurance maintained by TMPC does not increase or otherwise affect these limitations.

The parties acknowledge that the pricing and other terms of the Proposal reflect the allocation of risk stated in these Terms, that the limitations in this Section are an essential basis of the parties' bargain, and that TMPC would not provide the Services on the same economic terms without these limitations. These limitations apply notwithstanding the failure of any limited or exclusive remedy to achieve its essential purpose.

Nothing in these Terms excludes or limits liability to the extent such liability cannot lawfully be excluded or limited under applicable law.

**14. Indemnity, Suspension, and Termination.** To the fullest extent permitted by applicable law, Customer will indemnify and hold harmless TMPC and its officers, directors, employees, and agents from and against third-party claims, demands, actions, damages, losses, liabilities, judgments, penalties, costs, and reasonable attorneys' fees, but only to the extent arising from or caused by: (a) Customer Materials or other information, instructions, specifications, software, data, or materials furnished or authorized by Customer, including Customer's lack of sufficient rights or authority with respect thereto; (b) unsafe site conditions, Customer's operations, or Customer-controlled equipment, processes, systems, or activities; (c) Customer's or a third party's use, modification, application, or reuse of Deliverables contrary to these Terms or for purposes, facilities, systems, or projects for which they were not prepared; (d) acts or omissions of Customer or third parties not under TMPC's direction or control; or (e) Customer's material breach of these Terms. Customer will have no obligation under this paragraph to the extent a third-party claim is caused by TMPC's negligence, willful misconduct, or other liability that applicable law prohibits Customer from indemnifying.

**Defense of Claims.** TMPC will provide Customer reasonably prompt notice of a claim for which indemnification is sought, provided that delayed notice will relieve Customer of its obligations only to the extent Customer is materially prejudiced by the delay. To the extent permitted by applicable law, Customer may control the defense of an indemnified claim with counsel reasonably acceptable to TMPC, and TMPC will reasonably cooperate at Customer's expense. Customer may not settle a claim in a manner that admits fault by, imposes non-monetary obligations on, or fails to provide an unconditional release of TMPC without TMPC's prior written consent, not to be unreasonably withheld. TMPC may participate in the defense with counsel of its choosing at its own expense. Nothing in this paragraph requires a defense or indemnity obligation prohibited by applicable law.

**Suspension.** In addition to TMPC's other suspension and stop-work rights under these Terms, TMPC may suspend all or any portion of the Services upon written notice if an undisputed amount remains unpaid after its due date; Customer materially breaches these Terms; required Customer access, information, decisions, authorization, personnel, site readiness, or support are unavailable; or other Customer-controlled conditions materially prevent or interfere with TMPC's performance. TMPC may suspend immediately where permitted elsewhere in these Terms for unsafe conditions or unreasonable risk. TMPC will not be responsible for delay or resulting consequences of a suspension arising from circumstances not caused by TMPC.

Customer will reimburse TMPC for reasonable standby, demobilization, remobilization, storage, cancellation, escalation, additional site visits, resequencing, and other costs resulting from such suspension. Resumption of Services will be subject to Customer's cure of the condition causing suspension, TMPC's reasonable resource availability, and equitable adjustment of compensation and schedule as appropriate.

**Termination for Cause.** Either party may terminate the affected Services upon written notice if the other party materially breaches these Terms and fails to cure the breach within ten (10) days after written notice describing the breach, or within such longer period as may be reasonable if the breach is capable of cure, cure is diligently commenced within the ten-day period, and the parties agree in writing to the extended cure period. TMPC may terminate immediately if continued performance would be unlawful or would present a material safety risk that cannot reasonably be corrected. To the extent permitted by applicable law, either party may terminate upon the other party's cessation of business or other insolvency event materially affecting its ability to perform.

**Termination for Convenience.** Customer may terminate all or any portion of the Services for convenience upon written notice. Upon such termination, Customer will pay TMPC for Services performed and work in process through the effective date of termination; reimbursable expenses; equipment and materials ordered or committed for the project; subcontractor and supplier commitments; cancellation, return, restocking, and non-cancellable charges; demobilization; and reasonable termination and closeout costs. Customer will accept and pay for completed or committed Deliverables, equipment, and materials to the extent reasonably practicable.

**Effect of Suspension or Termination.** Suspension or termination does not affect rights or obligations accrued before its effective date. Payment obligations and provisions concerning intellectual property, confidentiality, warranties and remedies, limitations of liability, indemnification, dispute resolution, and other provisions that by their nature are intended to survive will survive completion or termination of the Services.

**15. Disputes, Law, Venue, and Force Majeure. Dispute Resolution.** Except for collection of undisputed amounts, preservation or enforcement of statutory lien or bond rights, requests for temporary, preliminary, or emergency injunctive or other provisional relief, or actions reasonably necessary to preserve a claim or right before expiration of an applicable deadline, a party asserting a dispute arising out of or relating to the Proposal, Services, Deliverables, or these Terms will first provide written notice reasonably describing the dispute. Authorized representatives of the parties will attempt in good faith to resolve the dispute and, upon request of either party, will cause appropriate executive representatives to confer within ten (10) business days after the request.

If the dispute remains unresolved, either party may submit the dispute to non-binding mediation by written demand. The parties will attempt in good faith to agree upon a mutually acceptable mediator and will share the mediator's fees equally. If the parties do not agree upon a mediator within fifteen (15) days after the mediation demand, or if mediation does not occur within forty-five (45) days after the demand despite the requesting party's reasonable efforts, the requesting party may proceed with litigation. Participation in executive resolution or mediation does not prevent either party from seeking emergency or provisional relief or taking reasonably necessary action to preserve a statutory, lien, bond, limitations, or other deadline.

**Governing Law and Venue.** These Terms, the Proposal, and any dispute arising out of or relating to them or the Services will be governed by the laws of the State of California, without regard to its conflict-of-laws principles. Subject to the dispute-resolution procedures above and any venue requirement that cannot lawfully be modified by agreement, each party consents to the exclusive jurisdiction and venue of the state courts located in Sacramento, California, and the federal courts having jurisdiction over that county, and waives any objection based on inconvenient forum or similar grounds.

**Time to Bring Claims.** To the fullest extent permitted by applicable law, any action or proceeding by Customer arising out of or relating to the Proposal, Services, Deliverables, or these Terms must be commenced within one (1) year after Customer knew or reasonably should have known of the facts giving rise to the claim, and in no event later than any applicable period that cannot lawfully be shortened by agreement. The foregoing contractual limitation does not apply to TMPC's claims for payment or collection of amounts owed. The contractual claim period will be tolled during any mandatory executive resolution and mediation process under this Section for no more than sixty (60) days in the aggregate. Nothing in this Section extends any statutory period that cannot lawfully be extended by agreement.

**Force Majeure.** Neither party will be liable for delay or failure in performing an affected obligation, other than payment obligations for amounts already due, to the extent caused by events or circumstances beyond that party's reasonable control and not caused by its breach of these Terms, including acts of God; fire; flood; earthquake; severe weather; war; terrorism; civil unrest; epidemic or pandemic; labor disruption; governmental orders or actions; embargoes; utility, communications, or transportation failures; manufacturer, supplier, component, equipment, or material shortages or allocation; supply-chain or carrier disruption; unusually extended lead times; or cyber incidents caused by third parties.

The affected party will provide reasonably prompt notice of a material force-majeure event and use commercially reasonable efforts to mitigate its effect. Failure to provide prompt notice will reduce available relief only to the extent the other party is materially prejudiced. The affected obligations and schedule will be extended or adjusted as reasonably necessary, and compensation will be equitably adjusted for additional costs or impacts to the extent provided elsewhere in these Terms, including **Section 4**.

If a force-majeure event materially prevents performance of the affected Services for sixty (60) consecutive days, either party may terminate the affected Services upon written notice. In that event, Customer will pay TMPC for Services performed, work in process, expenses incurred, equipment and materials ordered or committed, supplier or subcontractor commitments, non-cancellable or cancellation charges, demobilization, and reasonable closeout costs through the effective date of termination.