



EM Engineering Solutions LLC
Innovators of Turn-Key Engineering Solutions

Contract Timeline Overview

Your guide to our Engineering Service Agreement

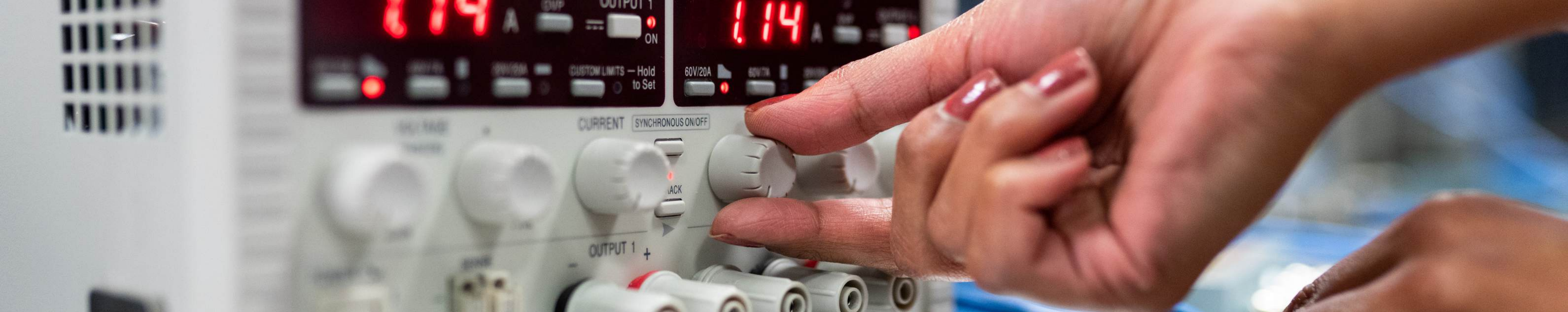
Last Updated September 12, 2024



EM Engineering Solutions LLC
Innovators of Turn-Key Engineering Solutions

Hello!

Warm greeting to all presentees, we have prepared this presentation to aid in your understanding of our Engineering Service Agreement (ESA). The goal of the document is to outline standards and practices both parties will follow during the performance of professional engineering services. We thank you for choosing EM Engineering Solutions to be your trusted service provider



Agenda Overview

- 01 The Entire Process
- 02 Where you are now
- 03 The ESA at a glance
- 04 ESA Table of Contents
- 05 Clause by Clause overview
- 06 Our next steps together

Contract Engineering Design Process

How EM supports you throughout the entire process.

Often Identified before EM, EM refines and supports the development of these processes.

Defined via communication with EM, Direct approach between both parties.



Contract Engineering Design Process Cont.

How EM supports you throughout the entire process.

**Direct Approach
Continued**

7

**ESA Signing & Due
Processing**

Formations of formal deliverables, setting the standards and policies to which each respective party is obliged to follow during the duration of the contract. ESA security deposit is based on the previously provided quotation.

**Start of Professional Engineering Services.
Creating turnkey engineering solutions.**

8

Preliminary Design

Creating contract deliverables through mechanical / electrical design software, Utilizing CAD / ECAD & FEA / SPICE / EMAG simulators to engineer and analyze geometries, design parameters, and applied materials to create turnkey engineering solutions.

9

**Rapid-Prototyping &
Testing**

EM uses rapid-prototyping techniques in additive manufacturing in addition to partnering with manufacturing vendors to create rapid-prototypes, allowing geometries to be tried and tested, resulting in a more finished turnkey product.

10

Detailed Design

Using design data from rapid-prototypes and detailed simulations, EM refines preliminary designs using DFM/DFA/DFT principles to narrow in on a final design, ready for production, providing a sustainable product life cycle, and properly addressing the use case.

**EM works with manufacturing
partners in producing deliverables**

11

**Production
Planning**

EM works with their network of manufacturing partners and vendors, assessing each deliverables' production requirements, receiving quotes, and creating documents, machines, and procedures needed to complete production

12

**Production & EOL
Refinements**

Production of contract deliverables, scaling to full scale production as applicable. EM oversees the production process ensuring standards and practices. EM provides EOL refinements across the product life cycle as applicable.

Where you are now?

6

Quotation

EM (to the best of its ability) provides a quotation, using proven engineering techniques, for the estimated costs of a starting deliverable, phase, or entire contract. The ESA security deposit is a percentage of this original quote.

7

ESA Signing & Due Processing

Formations of formal deliverables, setting the standards and policies to which each respective party is obliged to follow during the duration of the contract. ESA security deposit is based on the previously provided quotation.

As of this presentation, you are in the quotation and ESA Signing / Due Processing stages of the contract engineering process, where EM works to provide information regarding its policies in our ESA. In this stage you are provided quotations from EM for the performance of professional engineering services needed to create the deliverables of the ESA. To which, the ESA will be developed as a result of said quotation, providing the standards and policies each respective party is obliged to follow during the performance of professional engineering services in the ESA. Each ESA has a minimum 10% security deposit (Maximum of USD 2,000.00) on the provided quotation to initiate the start of professional services, ensuring ample protection on both parties. EM will credit the security deposit to the each invoice until depleted. In the case that the ESA is terminated or completed before the security deposit balance is depleted, the remaining balance will be returned to the client.

Why an ESA?

The goal of an engineering service agreement is to highlight the standards and practices both parties will abide by during the performance of professional engineering design services. The ESA sets deliverables for what will be produced, how it will be produced, when it will be produced by, how much will it cost, and how those fees will be paid. In the performance of professional engineering services, the ESA sets liabilities and protections for both parties where necessary, defining obligations, property rights, default standards, acceptance & rejection, and delivery liabilities.

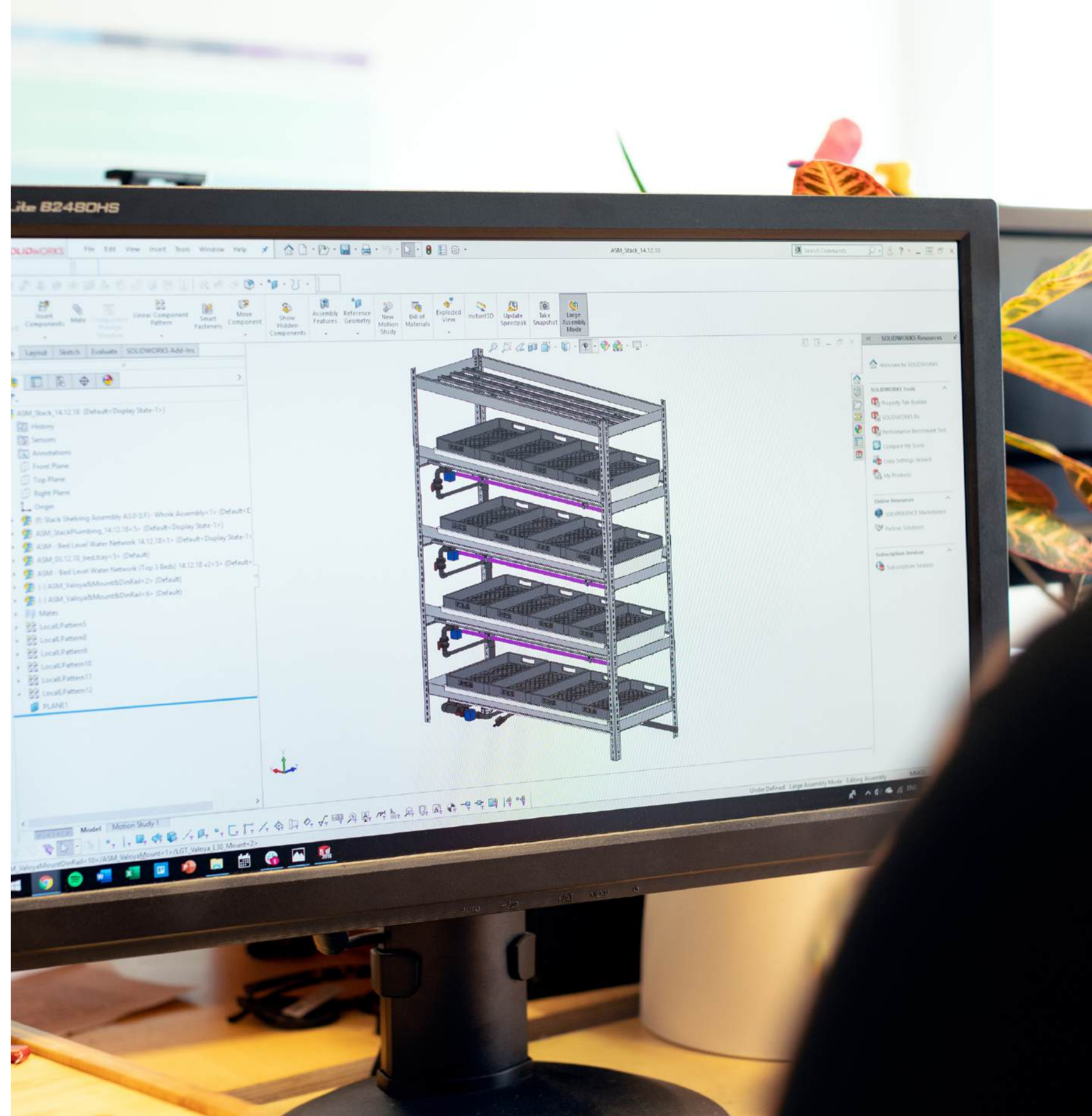


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Start of Engineering Services

EM's Pre-Agreement Signing Duty

It is the duty of EM to properly address all details pertaining to the agreement, including: Deadlines, Deliverables, Budgets, Manufacturing Requirements, Design Requirements, and/or any other necessary data required for completing all deliverables in the duration of professional engineering services. Based on this data, EM must provide an accurate quotation for the performance of professional engineering services required to complete all deliverables in this agreement, those deliverables being listed in section "DELIVERABLES".

Body Language

1 Start of Engineering Services

1.1 EM's Pre-Agreement Signing Duty

Before both parties sign this agreement, EM must communicate with SIGNING PARTY addressing the details, deadlines, deliverables, and budget for this agreement, and will provide a quotation for the performance of professional engineering services related to the deliverables of this agreement, Defined further in section "DELIVERABLES".

1.2 SIGNING PARTY's Pre-Agreement Signing Duty

SIGNING PARTY agrees and acknowledges that EM, to the best of its ability, has provided the quotation for the performance of professional engineering services in good faith, using current, proven, and approved design methods for all mechanical and electrical engineering, and/or other analyses, referenced in EM's terms of service, section "NATURE OF ENGINEERING SERVICES", Subsection "DESIGN METHODS", located on EM's website at:

<https://emengineeringsolutions.com/terms-of-service>. SIGNING PARTY acknowledges that the quotation provided by EM is an estimate for the performance of professional engineering services and is subject to variance by no more than +/- 20%. In the case that the final bill differs from the agreed variance range of the quotation, EM must send a notice in writing to SIGNING PARTY detailing the reasons for the difference from the quotation variance range before the final invoice is sent to SIGNING PARTY. SIGNING PARTY and EM must come to an agreement on the readjustment of the budget as a result of this difference.

1.3 Due Upon Signing

SIGNING PARTY agrees that upon signing this agreement, SIGNING PARTY will pay the agreed upon down payment percentage of 10%, with a minimum of 10%, and a maximum of \$5000, of the quotation's listed total cost (provided by EM). EM will apply this down payment as a credit towards SIGNING PARTY's total bill.



Start of Engineering Services

Singing Party's Pre-Agreement Signing Duty

The signing party acknowledges that the quotations received from EM for the performance of professional engineering services needed to create the deliverables of the agreement is hereby accurate. More information on practices and standards are located at: <https://emengineeringsolutions.com/terms-of-service>. The signing party acknowledges that quotations provided from EM are subject to a deviation from the final amount of no more than +/-20% due to the nature of engineering services being difficult to estimate due to "*Current Understanding*" of the deliverable, being impossible to fully foresee all delays and necessary changes to a deliverable. Should the final bill differ more than 20% of the quoted amount, EM must send a proposal to the signing party detailing the reasons for the overage, providing solutions to amend the overage.

Body Language

1 Start of Engineering Services

1.1 EM's Pre-Agreement Signing Duty

Before both parties sign this agreement, EM must communicate with SIGNING PARTY addressing the details, deadlines, deliverables, and budget for this agreement, and will provide a quotation for the performance of professional engineering services related to the deliverables of this agreement, Defined further in section "DELIVERABLES".

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Start of Engineering Services

Due Upon Signing

The signing party agrees upon signing this document, the signing party will pay, of its choosing, an agreed upon security deposit, with a minimum of 10%, and a maximum of USD 5,000.00 of the quotation attached to this agreement for the performance of professional engineering services needed to create the deliverables of the agreement. EM will credit this security deposit to every invoice sent as a result of this agreement until the security deposit is depleted. In the event that the contract is terminated, for any reason, including completion, EM will pay back the remaining balance on the security deposit back to the signing party. Once all fees have been paid, the contract is now active and the performance of professional engineering services will commence in accordance with EM's design processes and policies.

Body Language

1 Start of Engineering Services

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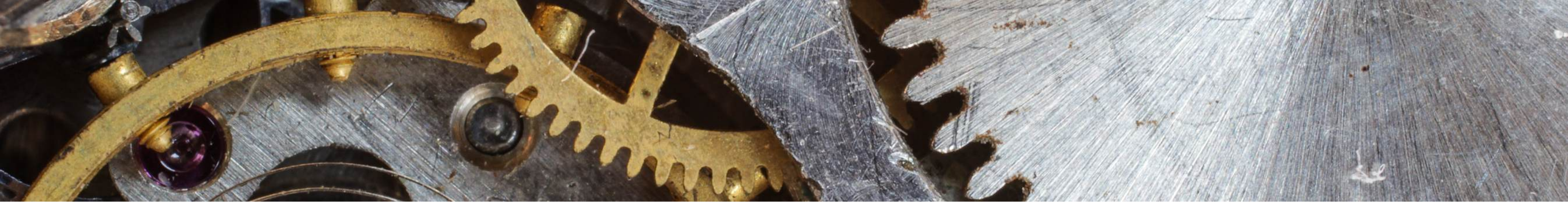
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Terms of Service

Terms of Service Applied to This Agreement

The sole terms of service applied to this agreement, to which the signing party agrees, is EM's terms of service located at <https://emengineeringsolutions.com/terms-of-service>. EM's term of service is a living document, constantly being updated to reflect to procedures and policies. By signing this agreement, you agree to the continual updates to EM's terms of service, as they are automatically applied to this agreement. Included in your entitled twenty-one [21] day reviewal period for this agreement, is the twenty-one [21] day reviewal period for EM's terms of service.

Body Language

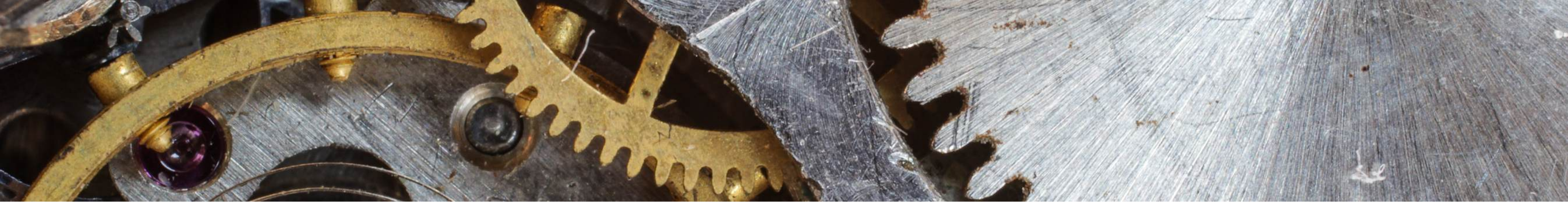
2 Terms of Service

2.1 Terms Of Service Applied To This Agreement

The sole terms of service for professional engineering services to which SIGNING PARTY, with principal places of business in United States, agrees, are defined in EM's terms of service located on their website at: <https://emengineeringsolutions.com/terms-of-service>, are hereby applied to this agreement. Any changes to said document, reflected in section "AMENDMENTS" of said document are automatically applied to this agreement, without needing signed confirmation from both parties. By signing this agreement, SIGNING PARTY has been given a reasonable opportunity for no less than twenty-one [21] days to read EM's terms of service fully and agrees to all its terms.

2.2 Amendments

Any other writings pertaining to, but not limited to: requests for proposals, confirmations, purchase orders, or other documents, shall not form a part of the agreement between SIGNING PARTY and EM unless the additional terms are set forth and are in writing signed by EM and SIGNING PARTY in which EM and SIGNING PARTY expressly agree to additional or modified terms and conditions defined in "AMENDMENTS" in this agreement.



Terms of Service

Amendments

Any other amendment to this document, not limited to requests for proposals, confirmations, purchase orders, and/or any other documents are not binding unless reflected in section "AMENDMENTS". EM and the signing party must expressly agree in writing to the new terms of the agreement before it becomes effective.

Body Language

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The sole terms of service for professional engineering services to which SIGNING PARTY, with principal places of business in United States, agrees, are defined in EM's terms of service located on their website at: <https://emengineeringsolutions.com/terms-of-service>, are hereby applied to this agreement. Any changes to said document, reflected in section "AMENDMENTS" of said document are automatically applied to this agreement, without needing signed confirmation from both parties. By signing this agreement, SIGNING PARTY has been given a reasonable opportunity for no less than twenty-one [21] days to read EM's terms of service fully and agrees to all its terms.

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Services

Deliverables

EM will preform professional engineering services in order to create all deliverables listed in section "DELIVERABLES".

Service Types

EM will implement in good faith, using current, proven, and approved design methods for all mechanical and electrical engineering, and/or other analyses to perform professional engineering services to develop and manufacture the deliverables. All applicable services are located in EM's website's "Solutions" section, listed at <https://emengineeringsolutions.com/solutions>.

Body Language

3 Services

3.1 Deliverables

EM shall provide SIGNING PARTY with the professional engineering services and products described in the Statements of Work (the deliverables).

3.2 Service Types

EM will to the best of its ability implement design, development, and analysis methods from the engineering disciplines of mechanical & electrical engineering to perform professional engineering services to develop and manufacture the deliverables. All applicable services are located in EM's website's "Solutions" section, listed at <https://emengineeringsolutions.com/solutions>.

3.3 Extended Servicing

EM's methods of professional engineering services are not limited to those defined in this agreement. If SIGNING PARTY requires a specific service not offered by EM, SIGNING PARTY must submit a proposal in writing for EM to perform said professional engineering services. SIGNING PARTY acknowledges the risks involved with the performance of professional engineering services untested by EM, defined in EM's terms of services, see section "TERMS OF SERVICE". SIGNING PARTY and EM must come to an agreement on the hourly rate for the performance of said professional engineering service, signed by both parties, thereby, submitting the proposal.



Services

Extended Servicing

EM is not limited to the service applications they currently provide, if the signing party requires a specific service not offered by EM, the signing party must submit a proposal in writing for EM to perform said professional engineering service. The signing party acknowledges the risks involved with the performance of professional engineering services untested by EM. The signing party and EM must come to an agreement on the hourly rate for the performance of said professional engineering service, signed by both parties, thereby, submitting the proposal.

Body Language

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Changes to Services

Notice of Necessary Changes

The signing party must notify EM in writing of any changes to any deliverable it deems necessary, including pricing, quantity, design changes, or ultimate cancelation.

Contents of Notice

The signing party shall include in its notice to EM

- the particular elements of the deliverables it seeks to change,
- the reason for the requested change, and
- the impact, if any, that the requested change will have on
 - the [price] [amount],
 - time for [performance / delivery], or
 - any other terms or conditions of this agreement.

Body Language

4 Changes to Services

4.1 Notice of Necessary Changes

SIGNING PARTY shall promptly notify EM in writing of any change to the deliverables SIGNING PARTY reasonably determines is necessary.

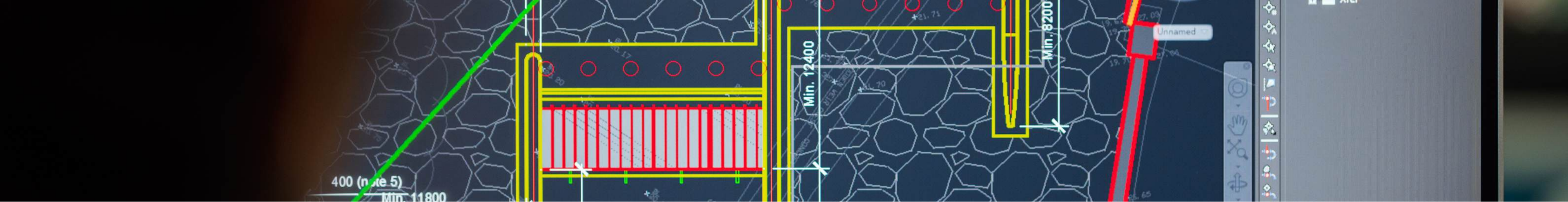
4.2 Contents of Notice

SIGNING PARTY shall include in its notice to EM

1. the particular elements of the deliverables it seeks to change,
2. the reason for the requested change, and
3. the impact, if any, that the requested change will have on
 - a. the [price] [amount],
 - b. time for [performance / delivery], or
 - c. any other terms or conditions of this agreement.

4.3 Changes Made in Writing

Any changes to the deliverables must be in writing and signed by each party.



Design Standards

Design Standards

EM will perform professional engineering services under the standards for each engineering discipline defined in EM's terms of service.

Body Language

5 Design Standards

EM will perform professional engineering services under the standards for each engineering discipline defined in EM's terms of service, see section "TERMS OF SERVICE".



Deliverables

Standards for Deliverables

All deliverables will be completed per the standards of statements of work defined in EM's terms of service. EM will perform professional engineering services to complete the following deliverables under current, proven, and approved design methods for all mechanical & electrical engineering, and/or other analyses. Design standards are defined in EM's terms of service.

Deliverables of this agreement

This is where each deliverable to be produced will be listed, each with a respective written statement of work.

Severability

Either party may terminate any deliverable without affecting any other.

Body Language

6 Deliverables

6.1 Standards for Deliverables

All deliverables will be completed per the standards of statements of work defined in EM's terms of service, subsection "STATEMENT OF WORK STANDARDS". EM will perform professional engineering services to complete the following deliverables under current, proven, and approved design methods for all mechanical & electrical engineering, and/or other analyses. Design standards are defined in section "DESIGN STANDARDS".

6.2 Deliverables of This Agreement

The following are the deliverables to be completed in this agreement per its statement of work:

Example Deliverable

Example Deliverable

6.3 Severability

Either party may terminate any individual deliverable without affecting the remaining agreement or any other deliverables.



Schedule & Scope of Work

Work Days

EM is to perform professional engineering services needed to create deliverables defined in this agreement starting from the agreed upon start date and ending on deliverable execution, on all business days on the hours outlined on EM's website at <https://emengineeringsolutions.com/>, excluding all US federally recognized holidays. EM must notify and communicate with the signing party if EM experiences any conflicts of work for any standard Work Day.

Scope of Work

EM must adhere to the scope of work document outlined by the signing party in accordance to EM's terms of service.

Body Language

7 Schedule & Scope of Work

7.1 Work Days

EM is to perform professional engineering services needed to create deliverables defined in this agreement starting from the agreed upon start date and ending on deliverable execution, on all business days on the hours outlined on EM's website at <https://emengineeringsolutions.com/>, excluding all US federally recognized holidays. EM must notify and communicate with SIGNING PARTY if EM experiences any conflicts of work for any standard Work Day.

7.2 Scope of Work

EM must adhere to the scope of work document outlined by SIGNING PARTY in accordance to EM's terms of service, subsection "SCOPE OF WORK".



Ownership of Intellectual Property

The signing reserves the right to all property, physical and intellectual, created only during the performance of professional engineering services while developing the deliverables of this agreement. EM withholds all property developed under this agreement until all bills, invoices, fines, and dues arising from the performance of professional engineering services are paid. Failure to pay all outstanding bills, invoices, fines, and dues will result in forfeiting all property gained during this agreement. EM will then declare this agreement to be in default and assume full ownership of all property. Once all bills, invoices, fines, and dues are paid, transference of ownership of property will occur. Standards for transference of ownership are outlined in EM's terms of service.

Body Language

8 Ownership of Intellectual Property

SIGNING PARTY reserves the right to all property, physical and intellectual, created only during the performance of professional engineering services while developing the deliverables of this agreement. EM withholds all property developed under this agreement until SIGNING PARTY has paid all bills, invoices, fines, and dues arising from the performance of professional engineering services in this agreement. SIGNING PARTY's failure to pay all outstanding bills, invoices, fines, and dues will result in SIGNING PARTY forfeiting all property gained during this agreement. EM will then declare this agreement to be in default and assume full ownership of all property, see section "DEFAULT". Once all bills, invoices, fines, and dues are paid, transference of ownership of property will occur. Transfer of ownership is referenced in EM's term of service, section "TRANSFERENCE OF OWNERSHIP", subsection "CERTIFICATE OF TRANSFERENCE OF OWNERSHIP".



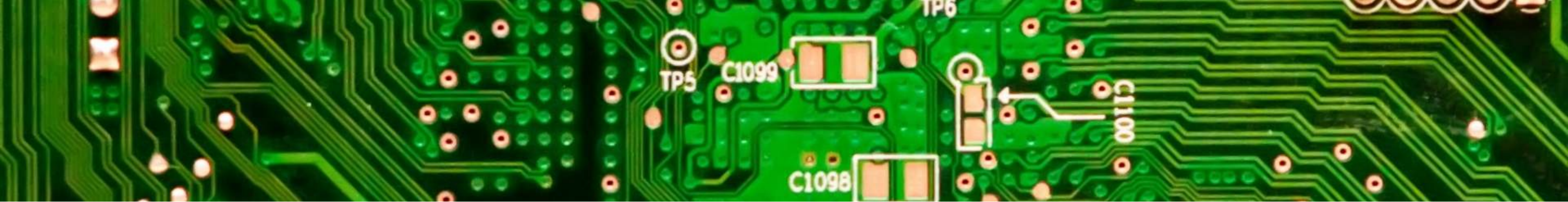
Budget

The signing party must provide EM in a clear, concisely written document, the budget that is expected to be adhered to in the agreed upon contract duration period. The budget must adhere to the guides outlined in EM's terms of services. In return, EM must follow the provided budget and deadlines for professional engineering services that are to be completed for the deliverables defined in said document. EM must adhere to all budgets provided. If EM believes it cannot reasonably stay within budgets provided, EM must send a proposal, amending said budget to properly achieve the quality and standards needed to produce the deliverables outlined in any agreement.

Body Language

9 Budget

SIGNING PARTY must provide EM in a clear, concisely written document, the budget that is expected to be adhered to in the agreed upon contract duration period. SIGNING PARTY's budget must adhere to the guides outlined in EM's terms of service: subsection "BUDGET". In return, EM must follow SIGNING PARTY's provided budget and deadlines for professional engineering services that are to be completed for the deliverables defined in said document. EM must adhere to all budgets provided by SIGNING PARTY. If EM believes it cannot reasonably stay within budgets provided by SIGNING PARTY, EM must send a proposal to SIGNING PARTY, amending said budget set by SIGNING PARTY to properly achieve the quality and standards needed to produce the deliverables outlined in any agreement.



Payment of Compensation

Compensation

All prices are deemed as net, as such, the signing party shall pay EM's list price for the performance of each professional engineering service, in freely available United States Dollars (USD), as listed on EM's website at <https://emengineeringsolutions.com/solutions>.

Payment of Compensation

EM shall invoice the signing bi-weekly [one [1] Billing Period] for the duration of the performance of professional engineering services. Both parties agree that the sole terms for invoicing and payment of compensation are set in EM's terms of service.

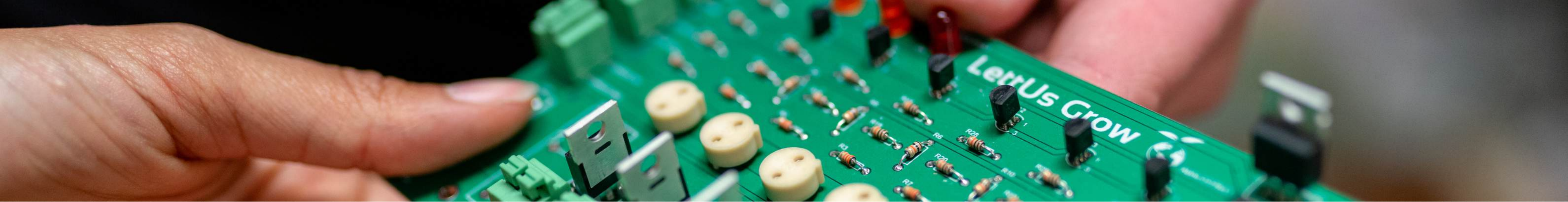
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11 Payment of Compensation

EM shall invoice SIGNING PARTY bi-weekly [one [1] Billing Period] for the duration of the performance of professional engineering services. Both EM and SIGNING PARTY agree that the sole terms for invoicing and payment of compensation are set in EM's terms of service, subsection "PAYMENT OF COMPENSATION".



Acceptance / Rejection

Inspection Period

The signing party will have 14 Business Days after it receives each deliverable to inspect and test the deliverable to ensure it meets the acceptance criteria outlined in the applicable Statement of Work (the "Inspection Period").

Acceptance

If in the signing party's opinion, the deliverable meets the acceptance criteria, they shall accept the deliverable and notify EM that it is accepting the deliverable.

Body Language

12 Acceptance and Rejection

12.1 Inspection Period

SIGNING PARTY will have 14 Business Days after it receives each deliverable to inspect and test the deliverable to ensure it meets the acceptance criteria outlined in the applicable Statement of Work (the "Inspection Period").

12.2 Acceptance

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12.3 Deemed Acceptance

SIGNING PARTY will be deemed to have accepted the deliverable if

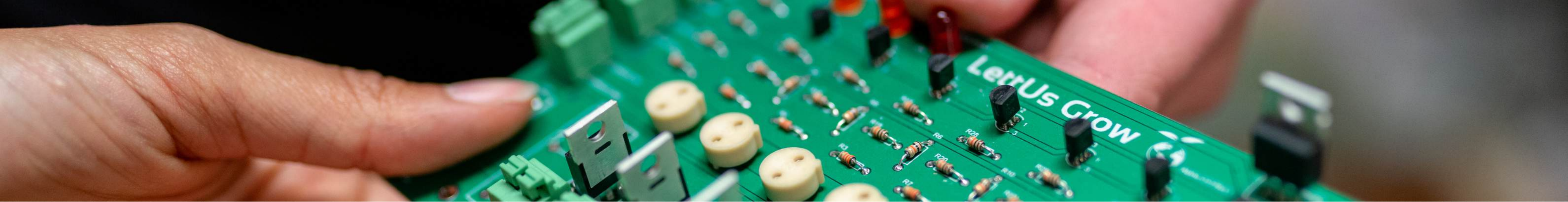
1. SIGNING PARTY fails to notify EM on or before the expiration of the Inspection Period, or
2. if during the Inspection Period, SIGNING PARTY uses or attempts to use the deliverable beyond what is necessary for inspection and testing and in a way a reasonable person would consider consistent with SIGNING PARTY having accepted the deliverable from EM.

12.4 Rejection

If in SIGNING PARTY' opinion, the deliverable fails in a material way to meet the acceptance criteria, SIGNING PARTY may reject the deliverable by delivering to EM a written list detailing each failure to satisfy the acceptance criteria.

12.5 Opportunity to Cure

If SIGNING PARTY rejects the deliverable, EM will have 3 opportunities to promptly cure each failure in the deliverable and re-deliver the deliverable to SIGNING PARTY to re-inspect and test.



Acceptance / Rejection

Deemed Acceptance

The signing party will be deemed to have accepted the deliverable if the signing party fails to notify EM on or before the expiration of the Inspection Period, or if during the Inspection Period, the signing party uses or attempts to use the deliverable beyond what is necessary for inspection and testing and in a way a reasonable person would consider consistent with the signing party having accepted the deliverable from EM.

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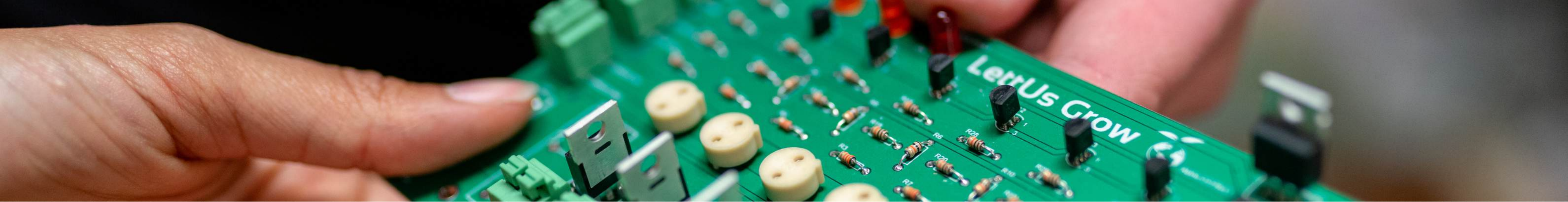
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Acceptance / Rejection

Opportunity to Cure

If the signing party rejects the deliverable, EM will have 3 opportunities to promptly fix each failure in the deliverable and re-deliver the deliverable to re-inspect and test.

Continued Failure to Cure

If in the signing party's opinion, EM's corrections fail to satisfy the acceptance criteria 3 times, they may either

- terminate this agreement, or
- adjust the acceptance criteria for that deliverable, and
- require EM to pay the Adjustment Fee of 10% of deliverable value with a maximum of \$1500.

Body Language

12.5 Opportunity to Cure

If SIGNING PARTY rejects the deliverable, EM will have 3 opportunities to promptly cure each failure in the deliverable and re-deliver the deliverable to SIGNING PARTY to re-inspect and test.

12.6 Continued Failure to Cure

If in SIGNING PARTY's opinion, EM's corrections fail to satisfy the acceptance criteria 3 times, SIGNING PARTY may either

1. terminate this agreement, or
2. adjust the acceptance criteria for that deliverable, and
3. require EM to pay the Adjustment Fee.

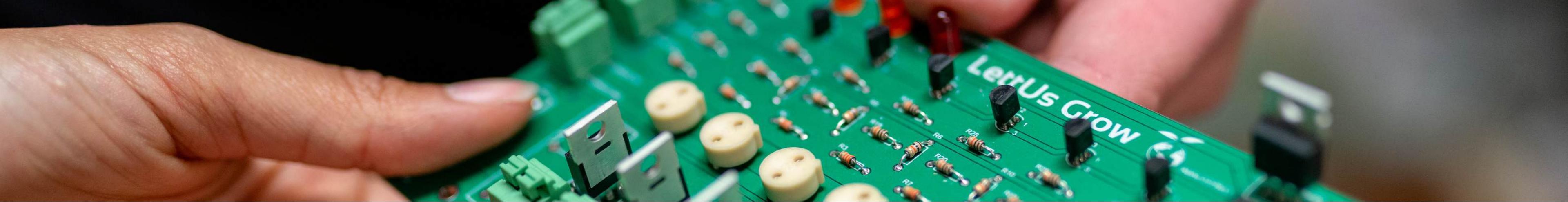
12.7 Adjustment Fee

"Adjustment Fee" means 10% of deliverable value with a maximum of \$1500.

12.8 Liquidated Damages Statement

SIGNING PARTY acknowledges that

1. the actual damages likely to result from the late delivery of a deliverable, due to EM's
2. failure to comply with the Acceptance Criteria, are difficult to estimate when entering this
3. agreement and would be difficult for SIGNING PARTY to prove,
4. and SIGNING PARTY agrees that EM's payment of the Adjustment Fees serves to compensate SIGNING PARTY for
5. EM's failure to timely deliver a deliverable that complies with its acceptance criteria, not to serve as punishment for any such breach by EM.



Acceptance / Rejection

Liquidated Damages Statement

The signing party acknowledges that the any damages resulting from the late delivery of a deliverable are difficult to estimate when entering this agreement and are difficult to prove. The signing party agrees that EM's payment of the Adjustment Fees serves to compensate them for EM's failure to timely deliver a deliverable, not to serve as punishment for any such breach by EM.

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If SIGNING PARTY rejects the deliverable, EM will have 3 opportunities to promptly cure each failure in the deliverable and re-deliver the deliverable to SIGNING PARTY to re-inspect and test.

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5. EM's failure to timely deliver a deliverable that complies with its acceptance criteria, not to serve as punishment for any such breach by EM.



Delivery

Interpretation

Due to the nature of professional engineering services, delivery dates shall be interpreted as estimated, not falling within the meaning of “time is of the essence”, unless otherwise stated in a statement or work for a specific deliverable. In such a case, EM will follow its terms of service to complete the deliverable in the assigned work period, working with the signing party to amend deadlines should it see them unfit for the service provided.

Liabilities

EM shall not be held liable for any costs or damages due to nonperformance under this Agreement.

Body Language

13 Delivery

13.1 Interpretation

Professional engineering services delivery dates shall be interpreted as estimated, and in no event shall such dates be construed as falling within the meaning of “time is of the essence” unless otherwise stated in a statement or work for a specific deliverable. In such a case, EM will follow its terms of service to complete the deliverable in the assigned work period, working with SIGNING PARTY to amend deadlines should it see them unfit for the service provided, see section "TERMS OF SERVICE".

13.2 Liabilities

EM shall not be held liable to SIGNING PARTY for any costs or damages due to nonperformance under this Agreement, further defined in EM's terms of service, subsection "LIABILITIES".



Default

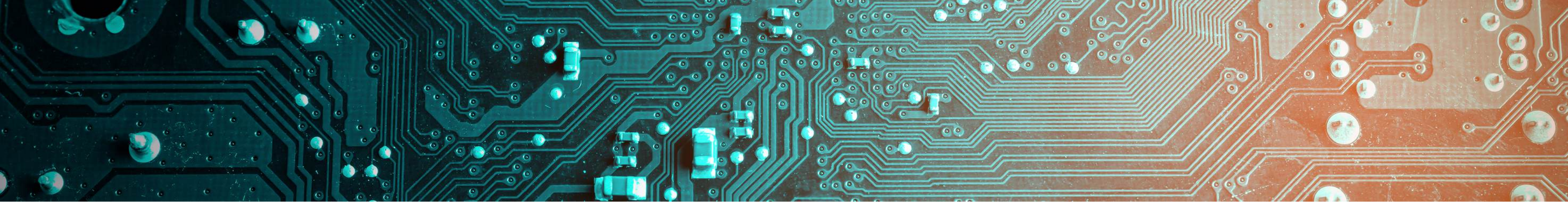
14 Default

In the event of a work stoppage called by or caused by the signing party lasting more than five (5) working days, the contract may be declared by EM to be in default. In the event of a contract default, both parties shall negotiate in good faith to resume work as soon as possible. Work shall be resumed as soon as all issues are resolved, and an amended contract is put in place. It is understood that resumption is on a “time available basis”, as other commitments may have been made in the interim.

Body Language

14 Default

In the event of a work stoppage called by or caused by SIGNING PARTY lasting more than five (5) working days, the contract may be declared by EM to be in default. In the event of a contract default, both parties shall negotiate in good faith to resume work as soon as possible. Work shall be resumed as soon as all issues are resolved, and an amended contract is put in place. It is understood that resumption is on a “time available basis”, as other commitments may have been made in the interim. Further default terms are defined in EM's terms of service, subsection "DEFAULT".



Term

Initial Term

The initial term of this agreement begins on contract execution and will continue indefinitely until all deliverables are accepted, rendering the contract complete, unless terminated earlier (the "Initial Term").

Renewal Term by Notice

The signing party may renew this agreement for successive renewal terms, unless terminated earlier, by giving EM notice of the intent to renew this agreement, at least 14 Business Days before the end of the Current Term.

Body Language

15 Term

15.1 Initial Term

The initial term of this agreement begins on the Effective Date and will continue indefinitely until all deliverables are accepted, rendering the contract complete, unless terminated earlier (the "Initial Term").

15.2 Renewal Term by Notice

SIGNING PARTY may renew this agreement for successive renewal terms, unless terminated earlier, by giving EM notice of the intent to renew this agreement, at least 14 Business Days before the end of the Current Term.

15.3 Term Definition

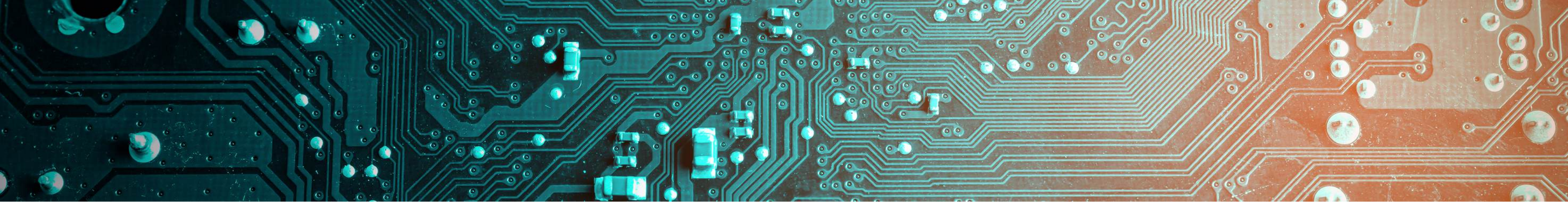
"Term" means either the Initial Term or the then-current Renewal Term.

15.4 Trade Secrets

In connection with Confidential Information that constitutes a trade secret, the obligation of confidentiality will continue until that information is no longer a trade secret.

15.5 Other Confidential Information

In connection with all other Confidential Information, the obligations of this agreement will begin on the Effective Date and will continue indefinitely.



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Intellectual Property

Each Party Retains Intellectual Property

Each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or outside the scope of this agreement.

License to EM

The signing party hereby grants to EM a non-exclusive, non-transferable, non-sublicensable, world-wide, and royalty-free license to use thier pre-existing Intellectual Property solely for the purpose of providing the deliverables.

Body Language

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16.1 Each Party Retains Intellectual Property

Subject to paragraph "LICENSE TO EM" below, each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or outside the scope of this agreement.

16.2 License to EM

SIGNING PARTY hereby grants to EM a non-exclusive, non-transferable, non-sublicensable, world-wide, and royalty-free license to use SIGNING PARTY's pre-existing Intellectual Property solely for the purpose of providing the deliverables.

16.3 Developed Intellectual Property

If any Intellectual Property is developed under this agreement, whether by one party on its own or jointly-developed by both parties, the parties shall cooperate to execute a separate agreement regarding the ownership of and any licenses regarding that newly-developed Intellectual Property.



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Confidential Information

For purposes of this agreement, "Confidential Information" includes:

- any trade secret, know-how, invention, concept, software program, source code, object code, application, documentation, schematic, procedure, contract, information, knowledge, data, database, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, technical, scientific, customer, employee, investor, or business information, whether in oral, written, graphic, or electronic form;

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2. any non-public business information, including personnel data, correspondence with any Governmental Authority, historical customer information and data, historical cost information such as budgets, operating expenses, and capital costs, and projected capital additions, operating cost information, and other business, and financial reports and forecasts;
3. any document, diagram, photograph, drawing, computer program, or other communication that is either conspicuously marked "confidential", or is known or reasonably should have been known by the Receiving Party to be confidential; and
4. any advice, information, exhibits, documentation, or any other information that the Receiving Party should reasonably expect would be protected by attorney-client privilege or work product doctrine or other applicable privileges.



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Extended Clauses

Confidentiality Obligations

Both parties agree to obey the confidentiality obligations defined in EM's terms of service.

Termination

Either party may terminate this agreement or any deliverable for any reason contingent on EM's terms of service on 3 Business Days' notice to the other party.

Counterparts

This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

Body Language

18 Confidentiality Obligations

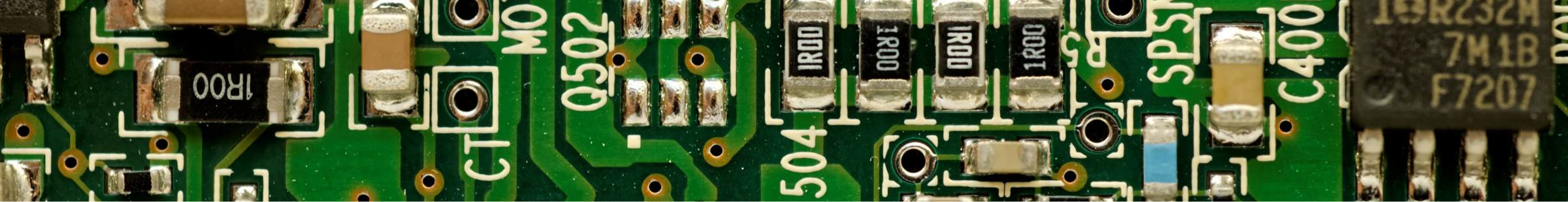
Both parties agree to obey the confidentiality obligations defined in EM's terms of service, subsection "CONFIDENTIALITY OBLIGATIONS".

19 Termination

Either party may terminate this agreement or any deliverable for any reason contingent on EM's terms of service, subsection "TERMINATION" on 3 Business Days' notice to the other party.

20 Counterparts

This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.



Extended Clauses

Amendment

This agreement can be amended only by a writing signed by both parties.

Binding Effect

This agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Body Language

21 Amendment

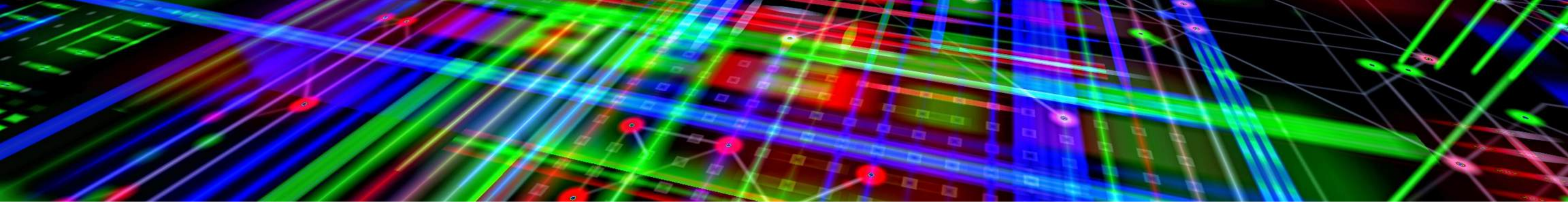
This agreement can be amended only by a writing signed by both parties.

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This agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

23 Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.



Acknowledgment of Contract Terms

Before signing this agreement, The signing party has been given a reasonable opportunity for no less than twenty-one [21] days, to consider its terms, has carefully read and fully understands all its terms, has been advised by EM, and has been given ample opportunity, to consult with an attorney of his or her choosing regarding this agreement, and knowingly and voluntarily agrees to all of the terms of this agreement, without any duress, coercion, or undue influence by EM, its representatives, or any other Person, and agrees to be legally bound by those terms.

Body Language

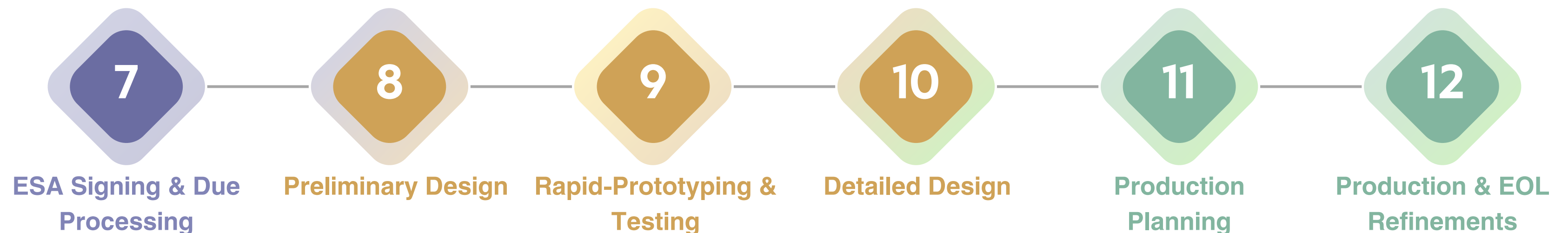
24 Acknowledgement of Contract Terms

Before signing this agreement, SIGNING PARTY

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3. has carefully read and fully understands all its terms,
4. has been advised by EM, and has been given ample opportunity, to consult with an
5. attorney of his or her choosing regarding this agreement, and
6. knowingly and voluntarily agrees to all of the terms of this agreement, without any
7. duress, coercion, or undue influence by EM, its representatives, or any other Person, and agrees to be legally bound by those terms.

Our Next Steps Together

By the conclusion of this presentation, you will have received emails from Zoho Contracts, our legal and contracting software, enclosing your engineering service agreement, ready for negotiation. You are entitled to no less than twenty-one [21] days to consider all terms and review the document. Once you deem the contract and its terms to be accurate by hitting “submit”, you will receive a confirmation and a supplementary email from Zoho Sign, our E-Signature software, disclosing the negotiated contract, ready to sign. Upon signature of both parties, a security deposit with minimum of 10% of quotation value with a maximum of USD 5,000.00 must be applied to this contract. Once all fees have been paid, the contract is now active and the performance of professional engineering services will commence in accordance with EM’s design processes and policies.





EM Engineering Solutions LLC
Innovators of Turn-Key Engineering Solutions

Thank You