

# Terms and Conditions for Services

Thydan's Terms and Conditions for Services govern all Contract Documents related to the engineering analysis services provided to the Client, superseding any prior agreements or terms. These Terms apply to all orders, and Thydan's acknowledgment of a Client's order does not imply acceptance of any conflicting terms. By submitting a purchase order or similar document the Client agrees to the Terms, which are subject to change, and it is the Client's responsibility to review the Terms carefully before agreeing to them.

## 1 Definitions

- a. "Thydan" and/or "Analyst" shall mean Thydan, LLC or the engineer(s) executing the Analysis.
- b. "Client" means the company who accepted Thydan's proposal or is named in the order.
- c. Client and Thydan may be referred to individually as "Party" and collectively as "Parties".
- d. "Analysis" and/or "Work" means the services, as per the Agreement, for sale from Thydan to Client.
- e. "Terms" include the Terms and Conditions for Services herein, as well as any additional terms, conditions, or agreements included in the Contract Documents related to the Work.
- f. "Contract Documents" include all proposals, quotations, orders, invoices, contracts, and other similar documents for the sale of Analysis services from Thydan to Client.
- g. "Inputs" mean the information needed to execute the Analysis such as design requirements, process conditions, drawings, Computer Aided Design (CAD) models, calculations, opinions, data, reports, or other information relevant to the Analysis, as requested in the proposal or subsequent written communications.
- h. "Results" mean the information produced as consequence of the Analysis, as agreed in the Contract Documents. Results may include reports, presentations, values, animations, conclusions, drawings, recommendations, designs, or other similar qualitative or quantitative information.
- i. "Fees" are the payments Client will pay to Thydan for the Analysis agreed to in the Contract Documents.
- j. "Taxes" mean taxes, surcharges, or other amounts assessed by a state or federal government.
- k. "Stored Data" refers to all copies, in digital or physical formats, of Contract Documents, Inputs, Results, Simulation Data, and any other relevant information associated with the Analysis stored by Thydan.
- l. "Simulation Data" refers to computer files, simulation files, subprograms, and calculations created, developed, and used in preparation, execution, and processing of the Analysis.
- m. "Confidential Information" includes all written, electronic, or oral information disclosed between the Parties which hold commercial value to either Party. "Receiving Party" is the Party that is receiving Confidential Information and "Disclosing Party" is the Party that is disclosing Confidential Information.
- n. "Request for Information (RFI)" means a request made by the Client for additional Results from existing Simulation Data, or clarifications thereof.

## 2 The Agreement

Subject to the Terms, and in connection with the Contract Documents between Thydan and Client, Thydan agrees to render Analysis services to Client, and Client agrees to pay all Fees due to Thydan for the Analysis.

## 3 Client's Responsibilities

- a. **Payment of Fees:** The Client agrees to pay all Fees associated with the Analysis provided by Thydan, in accordance with the Payment Period and other payment Terms outlined in clause 5 herein.
- b. **Provision of Inputs:** The Client shall provide necessary Inputs to Thydan in a timely and accurate manner, and the Analyst may rely on their completeness and accuracy.
- c. **Support to Obtain Inputs:** If the Client cannot provide the requested Inputs, Thydan may assist with obtaining the required Inputs on the Client's behalf, with prior notice and additional Fees as needed.
- d. **Reliance on Inputs:** Client agrees that Thydan will rely on the Inputs provided by the Client, and any Inputs obtained on the Client's behalf, without any obligation for independent evaluation or verification.
- e. **Indemnification:** The Client agrees to indemnify Thydan against all losses, damages, or claims related to the use of Inputs prepared by the Client, Thydan, or third parties in connection with the Analysis.
- f. **Cooperation:** The Client agrees to cooperate with Thydan in providing Inputs and supporting the Analysis.

- g. **Confidentiality:** The Client shall not provide Inputs that breach any confidentiality agreements.
- h. **RFIs:** The Client must submit written RFIs within thirty (30) days of delivery of the Results.

## 4 Thydan's Responsibilities

- a. **Scope:** Thydan is responsible for conducting the Analysis as outlined in the Contract Documents.
- b. **Resources:** Thydan shall source necessary hardware, software, and human resources for the Analysis.
- c. **Results:** The Analyst shall deliver the Results as agreed in the Contract Documents.
- d. **Indemnification:** The Client agrees to indemnify Thydan against all losses, damages, or claims arising from the use or interpretation of the Results and assumes sole responsibility for any decisions or consequences based thereon.
- e. **Invoicing:** Thydan shall issue invoices for all Fees related to the Work delivered for the Analysis.
- f. **RFIs:** Thydan will promptly address RFIs, generally at no added cost unless otherwise specified in writing.

## 5 Fees

- a. **Invoice Extent:** Thydan will invoice for completed Work, excluding any unfulfilled scope as agreed in writing.
- b. **Invoice Interval:** Thydan will submit invoices at an interval agreed to in the Contract Documents, providing at least 7 calendar days' written notice if an invoice is to be submitted outside of the agreed interval.
- c. **Payment Period:** The Client shall pay invoices within thirty (30) calendar days of receipt, regardless of acknowledgement or any other Client prerequisites, and if disputing any portion of the invoice shall still pay the undisputed amount within the same 30-day period.
- d. **Method of Payment:** Thydan accepts wire transfers into the bank account indicated on the invoice.
- e. **Expenses:** Thydan can charge for all costs incurred in performing the Work, and the Client is responsible for any payment-related fees.
- f. **Penalties:** If the Client fails to pay the invoiced amount by the due date, Thydan may:
  - i. charge one and a half percent (1.5%) monthly interest on the outstanding amount,
  - ii. require advance payment for the Work, or
  - iii. suspend or cease performance of the Work at its discretion, with the Client being responsible for any resulting delays or consequences.
- g. **Taxes:** Thydan's invoices include taxes on Fees, while other Contract Documents exclude them. Each Party is responsible for its own taxes arising from the Agreement. The Client shall pay all applicable sales, use, and value-added taxes related to the Work, while Thydan is responsible for income taxes on Fees. The Client agrees to indemnify Thydan for any tax liability imposed by tax authorities for services rendered. If either Party becomes aware of changes in tax law affecting the Agreement, they shall promptly notify the other Party to negotiate necessary amendments.
- h. **No Dependency:** Payment of Fees shall not be dependent on any other agreements, contracts, payments, or any other obligations between the Client and any third party.
- i. **No Deductions:** Client shall make no deductions from Thydan's invoices for any reason.

## 6 Timeline

- a. **Commencement of Work:** Thydan shall not commence the Analysis under the Agreement until:
  - i. a purchase order, or similar document confirming the order, has been received from the Client, and
  - ii. the Client has fulfilled all its responsibilities as outlined in the Terms.
- b. **Changes and Delays:** Changes to the Analysis timeline require written notice. In the event of a delay, the affected Party must notify the other within 10 working days, and the Parties shall cooperate to revise the timeline. The Analysis' completion date is subject to changes and delays of the timeline.
- c. **Indemnification:** Each Party shall indemnify and hold the other free from liability for all claims, losses, and damages resulting from delays caused by either Party.

## 7 Data Storage

Thydan will retain Stored Data but makes no warranties regarding its quality or condition. The Client shall indemnify Thydan against losses arising from the loss, degradation, or damage of Stored Data. Thydan will use reasonable efforts to maintain the Stored Data for up to three (3) years after the Analysis is completed.

## 8 Site Access

The Client shall grant the Analyst access to necessary systems, structures, components, and facilities during reasonable working hours. The Client is responsible for all costs associated with site visits, including training, medical exams, travel, and accommodation, except for standard Personal Protective Equipment (PPE), which Thydan will provide where feasible.

## 9 Units of Measure

The Parties shall agree in writing on a unit system (Metric, US Customary, Imperial, or a combination thereof) to be used throughout the Analysis, defaulting to Metric if not otherwise agreed.

## 10 Risk Allocation

- a. **Limitation of Liability:** The Parties' total liability to each other is limited to zero dollars (\$0.00), and neither Party shall be liable for any claims, whether in contract, tort, or otherwise, including indirect, consequential, or special damages, such as economic loss, data loss, or loss of profits. This clause shall survive termination or expiration of the Agreement.
- b. **Indemnification:** The Client shall indemnify and hold Thydan free from any liabilities, damages, and losses arising from the Work, including claims related to the use or interpretation of Results. The Client acknowledges that Thydan has no control over, or responsibility for, the Client's projects or activities beyond the Agreement.
- c. **Warranties:** Thydan will perform the Work with the quality typical of industry experts but makes no guarantees or warranties regarding the Work or its outcomes. Thydan disclaims any warranty for the use or interpretation of the Results.
- d. **Force Majeure:** Neither Party shall be responsible for delays or failures to perform due to force majeure events, including natural disasters, epidemics, and other unforeseen circumstances.
- e. **Licenses:** Thydan is not a licensed Professional Engineer (PE), and any engineering-related services or advice provided are for informational purposes only. The Client is responsible for ensuring compliance with applicable licensing requirements, laws, and regulations, and for obtaining licensed PE services if required.

## 11 Intellectual Property (IP)

- a. **Results:** Thydan retains ownership and IP rights of the Results until all Fees are paid, after which ownership and IP rights of the Results are assigned to the Client.
- b. **Simulation Data:** Thydan retains ownership of Simulation Data, unless otherwise agreed in writing.
- c. **Pre-Existing IP:** Thydan retains all rights to pre-existing IP developed before or independently of the Analysis ("Pre-Existing IP"), and the Client has no right thereto.

## 12 Confidentiality

- a. **Obligations:** Both Parties agree to:
  - i. Maintain the confidentiality and secrecy of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party.
  - ii. Use the Confidential Information solely for the purpose of performing Work under the Agreement.
  - iii. Implement reasonable safeguards to protect the confidentiality of Confidential Information.
- b. **Duration:** The obligations of confidentiality shall remain in effect for a period of five (5) years following the termination of the Agreement, unless otherwise agreed in writing.
- c. **Labeling:** Confidential Information may be disclosed with or without labeling but shall be treated as such if it can be reasonably expected to be kept confidential. Labeling as "proprietary", "secret", "confidential", or similar markings shall confirm its confidential nature.
- d. **Exclusions:** Confidential Information does not include information that:
  - i. is or becomes publicly available,
  - ii. was already known to the Receiving Party upon receipt,
  - iii. is disclosed to third parties without restrictions,
  - iv. is disclosed by a third party with the right to do so, or
  - v. is independently developed by the Receiving Party.

- e. **Permitted Disclosures:** Confidential Information may be disclosed with the Disclosing Party's prior written consent or as required by law.
- f. **Return or Destruction:** Upon written request from the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and certify its completion.

### 13 Competition

Thydan may provide services to other clients and engage in other business activities, provided it does not use the Client's Confidential Information or breach its obligations under the Terms.

### 14 Third Parties

Thydan shall not be bound by any terms or conditions of any contract between the Client and a third party, unless Thydan expressly agreed to be bound by such terms in signed writing.

### 15 Termination

Either Party may terminate the Agreement with thirty (30) days' written notice. Upon termination, Thydan is entitled to receive payment for all services rendered up to the termination date and retains ownership of all Intellectual Property and materials developed.

### 16 General Provisions

- a. **Amendments:** The Terms may not be amended or modified except in writing signed by both Parties.
- b. **Any and All:** For the purposes of these Terms, references to either "any" or "all" shall be understood to include "any and all," thereby encompassing every instance, type, or category without limitation.
- c. **Assignment:** Neither Party may assign or transfer their rights or obligations under this agreement.
- d. **Counterparts:** The Agreement may be executed in counterparts, each constituting a single agreement.
- e. **Equal Opportunity:** Both Parties agree to uphold equal opportunity principles in their operations and practices, ensuring that no individual is discriminated against based on race, color, religion, gender, sexual orientation, national origin, age, disability, or any other protected status during performance of the Work.
- f. **Forms of Communication:** Notices under the Terms may be given by mail or email to the addresses listed in the Contract Documents, and both mail and email are considered written notices.
- g. **Governing Law:** The Terms shall be governed by and construed in accordance with the laws of the State of Maryland, and the Parties consent to the exclusive jurisdiction of the state and federal courts of Maryland.
- h. **Headings:** Headings are for convenience and do not affect the Terms.
- i. **Language:** All communications related to the Work will be in English.
- j. **Location:** Thydan will perform the Work remotely from Maryland, with on-site meetings or site surveys conducted as needed at locations agreed upon by the Parties.
- k. **No Waiver:** No waiver of any Term shall occur by either party's conduct. Any waiver must be agreed to in writing signed by both Parties and does not affect any other Term or future enforcement of the waived Term.
- l. **Notices:** Notices are considered received seven (7) working days after mailing and three (3) working days after emailing. Proof of notice is established by showing the notice was properly sent.
- m. **Public Announcement:** Neither Party shall make any public announcement related to the Work under the Agreement without the prior written approval of the other Party.
- n. **Relationship of Parties:** The Parties are not partners, joint venturers, or agents of each other.
- o. **Staff:** Thydan will assign qualified staff to the Work, who will have at least a bachelor's degree in mechanical or chemical engineering and will provide their qualifications and credentials to the Client upon request.
- p. **Subcontractors:** Thydan may engage subcontractors to perform the Work, and remains responsible for their services, ensuring they meet the standards set forth in the Terms.
- q. **Unenforceability:** If any Term is deemed unenforceable, it will be amended only as much as necessary to make it enforceable, and all other Terms will remain valid. If a court refuses to amend an unenforceable Term, the unenforceable Term will not affect the validity of the remaining Terms.