

Master Services Agreement:

Business Policies & Customer Expectations

Provider: Greeson Compressor Services, Inc.

Website: <https://www.greesoncompressor.com>

This Master Services Agreement ("Agreement") governs the covenant, terms, and operational frameworks between Greeson Compressor Services, Inc. ("Company") and the purchasing entity ("Client") regarding the maintenance, installation, and field service of industrial air compressors and vacuum systems.

1) Company Performance Obligations to the Client

- Greeson Compressor Services, Inc. pledges a commercial standard of professional care and execution to the Client, structured under the following parameters:
 - Technical Competence: The Company shall dispatch qualified technicians possessing the necessary industrial training to assess, install, repair, and maintain the Client's equipment assets.
 - Regulatory Compliance & Safety: All field service operations, structural rigging, electrical integrations, and pressurized fluid handling will strictly comply with state, federal, and OSHA safety regulations.
 - Operational Transparency: The Company will provide clear documentation regarding technician field logs, parts utilization, system diagnostics, and explicit breakdowns of labor hours (as required).
 - Expedited Communication: The Company guarantees a structured communication hierarchy to keep the Client fully apprised of parts lead times, structural delays, or emergency scheduling prioritization.

2) Billing & Travel Policy

a. Portal-to-Portal Indemnity

- All industrial field services, troubleshooting, emergency calls, and mechanical installations performed by the Company are executed on a strictly billable portal-to-portal framework.
 - Invoicing metrics encapsulate the entire timeline commencing from the Company's principal operating headquarters to the designated Client site and concluding upon the technician's return transit to the principal headquarters.
 - All calculated travel durations constitute fully billable hours applied to the final invoice balance.

b. Consecutive Scheduling Carve-Out

- If the Company coordinates and executes consecutive service engagements for multiple independent clients within a singular geographical trajectory, portal-to-portal transit charges will

be calculated as a sum, then divided by the number of clients being serviced to create an invoiced average.

- Under these specific operational sequences, the Client shall be indemnified from solo transit fees and held financially accountable solely for their individual, verified on-site service timeline and their respective portion of the calculated average travel cost.

c. Minimum Jurisdictional Assessment Fee & Travel Fee Assessment

- A mandatory four (4) hour minimum service charge shall be applied to every unique dispatched service engagement, applicable per individual customer account, irrespective of the actual on-site duration recorded by the technician.
- **Travel Surcharge:** Travel is to be invoiced separately at a rate of \$0.725 per mile at the Company's discretion based on site distance from the principal operating headquarters.

d. Billing Standards / Billing Policy / Rates

- **Overtime (1.5x Base Hourly Rate):** Apply to all hours Monday – Friday from 5:00 PM – 7:00 AM, and all day Saturday.
- **Double Time (2x Base Hourly Rate):** Apply to all day Sunday.
- **Minimum Billable Hours:** Retain the 4-hour minimum charge, but explicitly state that travel time is included within this 4-hour window.

3) Comprehensive Payment Terms & Penalty Clauses

a. Advance Deposit & Security Authorization

- Full payment or a verified, contractually authorized credit card on file is required at the time of booking prior to scheduling.
- The Company reserves the right to withhold dispatch authorizations and cancel scheduling sequences if financial verification or payment security cannot be established.
- All new clients are required to complete the Company's standardized new client paperwork and a *Digital Infrastructure Payment Form* which will collect the Client's credit card/payment information and then that information will be transferred and securely stored in the customer's profile on the Company's merchant provider payment software.

b. Contractual Remittance Windows

- The Company accepts payments via credit cards, debit cards, automated clearing house (ACH) bank transfers, money orders, and corporate checks.
 - All invoiced amounts are subject to a strict Net 30 compliance window, requiring total liquidity remittance within thirty (30) calendar days from the printed invoice date.

c. Delinquency & Liquidation Recovery Protocols

- **Automatic Restitution Recovery:**
 - If an account balance reflects an open delinquency exceeding forty-five (45) consecutive calendar days.
 - If the Client fails to respond to reasonable requests for communication regarding outstanding balances.
 - For the purposes of this Agreement, 'reasonable requests for communication' shall be defined as a minimum of three (3) documented attempts to contact the Client at the

email address and telephone number provided in the Client profile, spaced over a period of not less than fourteen (14) calendar days, to which zero response has been received.

- The Company is hereby authorized to execute an automated transactional charge against the credit card or banking profile on file for the entire gross balance.
- **Late Payment Interest Accrual:** Past due balances shall accrue interest at a rate of 1.5% per month (18% per annum), or the maximum statutory rate permitted by law, calculated daily from the date of initial delinquency.

- **Invoice Summary:**

- **Original Invoice Amount:** \$5,917.46 & **Invoice Date:** 3/19/26
- **Terms:** Due upon receipt (*Delinquency begins 3/20/26*)
- **Interest Rate:** 1.5% per month (18% per annum)
- **Interest Calculation:** To calculate interest "calculated daily," the Company uses the annual rate (18%) divided by the number of days in the year (365).
 - **Daily Interest Rate:** $\$0.18 \div 365 \approx 0.00049315$ (or 0.0493% per day)
 - **Days Past Due:** 74 days (From 3/20/26 to 6/1/26)
- **The Math Formula Used to Calculate Interest:** The formula for simple interest on the principal is:
 - Interest = Principal $\times$ Daily Rate $\times$ Days Past Due
 - Interest = $\$5,917.46 \times 0.00049315 \times 74$
 - Interest = \$215.90
- **Total Amount:** Due (as of 6/1/26)

<u>Description (74 days)</u>	<u>Amount</u>
Original Invoice Amount	\$5,917.46
Accrued Interest (74 days)	\$215.90
Total Amount Due	\$6,133.36

<u>Description (50 days)</u>	<u>Amount</u>
Original Invoice Amount	\$5,917.46
Accrued Interest (50 days)	\$145.91
Total Amount Due	\$6,063.37

<u>Description (62 days)</u>	<u>Amount</u>
Original Invoice Amount	\$5,917.46
Accrued Interest (62 days)	\$180.93
Total Amount Due	\$6,098.39

<u>Description (90 days)</u>	<u>Amount</u>
Original Invoice Amount	\$5,917.46
Accrued Interest (90 days)	\$262.64
Total Amount Due	\$6,180.10

- **Returned Instrument Fee:** Any check or ACH transaction returned for non-sufficient funds (NSF) or administrative rejection will incur a statutory processing penalty of \$50.00 along with any applicable incurred interest if the payment becomes late alongside the original amount due.
 - If a check or ACH transaction is returned, the client's account will be barred from any future payments allowing them to be processed via check or ACH transaction for the remainder of their contract with Greeson Compressor Services.
 - Any future payments must be remitted to Greeson Compressor Services via credit card, debit card, or cash.
- **Collections Policy:** The Company's merchant provider payment software is configured to auto-charge the payment method on file after 45 days of non-payment and zero contact, aligning with your current "Delinquency & Liquidation Recovery Protocols".
- **Collection & Legal Fee Indemnity:** In the event the account is escalated to a third-party collection agency or legal counsel, the Client agrees to compensate the Company for all collections fees, court costs, administrative overhead, and reasonable attorneys' fees.

d. No-Show & Late Cancellation Penalties

- **Business Hours:**
 - **Standard Hours:** Monday – Friday, 7:00 AM – 5:00 PM EST [eastern standard time] (billed at normal rates).
 - **Business Holidays:** New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
 - **Weekend Observance:**
 - When a holiday falls on a Saturday, it is typically observed on the preceding Friday.
 - When it falls on a Sunday, it is observed on the following Monday.
- **Standard Appointment Cancellation:** Cancellation or rescheduling requests for standard (non-emergency) service calls must be submitted through an authorized channel (email, text / SMS, or phone call) at least twenty-four (24) hours that fall within standard Business Hours (equivalent to one (1) full business day) prior to the scheduled dispatch window.
 - For example, an appointment scheduled for 9:00 AM on a Monday must be canceled or rescheduled no later than 9:00 AM on the preceding Friday.
- Failure to provide this notice will result in a flat \$250.00 late cancellation fee automatically billed to the payment method saved within the Client's secure customer billing profile.
- **Emergency Dispatch Revocation:** If a Client formally requests emergency field service (*which is monitored 24/7 outside of standard Business Hours*) and subsequently revokes or cancels the request after a technician has been en route for a duration exceeding twenty (20) minutes, the Client shall be billed for the full round-trip.
 - This invoice can include travel time from dispatch to return.
 - The invoice will include the mandatory four (4) hour minimum service charge at the estimated Emergency Rate.
 - For example, if the emergency is called in at 3:00 AM on a (non-holiday) Tuesday morning

4) Estimates, Quotes, and Not-to-Exceed (NTE) Authorizations

a. Preliminary Estimations & Contextual Billing

- Complimentary diagnostic estimate callouts are exclusively restricted to visits where the sole intent is analyzing a comprehensive system replacement or managing a completely new machinery installation layout.
- If a client requests localized equipment quotes, diagnostics, or secondary component estimations while a technician is already deployed on-site for a separate service call, the time spent compiling the scope of work will be seamlessly billed as standard service labor under the active callout.

b. Not-to-Exceed (NTE) Statutory Frameworks

- Prior to dispatching technicians, the Client must formally establish a legally binding Not-to-Exceed (NTE) financial threshold.
 - This metric serves as an absolute maximum authorized monetary spend for the localized engagement, serving to protect both entities from transactional discrepancies.
 - No technician shall perform billable modifications exceeding the designated NTE cap without receiving formal written or electronic change-order authorization from the Client.

c. Not-to-Exceed (NTE) Separation Notice

- Auxiliary portable compressors or rental systems deployed to the Client's site are entirely excluded from the baseline service not-to-exceed (NTE).
 - Rental duration depends on manufacturer lead times and parts availability.
 - Holiday or extended rentals require a separate, independent not-to-exceed (NTE) authorization agreement.

5) Scheduling, Priority Constraints, and Emergency Services

a. Operational Flexibility

- The Company maintains an adaptable dispatch configuration to align with the production requirements of industrial environments.
- The Client must engage in the primary communication infrastructure to coordinate operational modifications.

b. After-Hours & Emergency Mobilization

- Greeson Compressor Services, Inc. operates a continuous 24/7 emergency repair line to mitigate catastrophic machine failures.
- Emergency responses are triaged based on technical availability, structural urgency, and facility classifications.
- An emergency at Greeson Compressor Services is defined as a situation that meets at least one of the following criteria:
 - **Life Safety & Regulatory:** Any equipment failure that poses an immediate risk of injury to personnel, or results in a violation of safety, environmental, or government regulations that would require an immediate site shutdown.

- **Life-Critical Priority:** Life-critical environmental threats, utility collapses, or active safety failures at any facility will instantly usurp standard priority chains and receive top operational urgency.
- **Catastrophic Production Loss:** A failure of critical infrastructure that halts essential business operations, where the cost of downtime is significantly higher than the cost of emergency service rates (e.g., total facility air loss in a continuous-process plant).
 - **Single-Source Compressor Hazards:** Industrial environments operating a singular compressor loop or vacuum station experiencing total production downtime are prioritized based on systemic urgency and regional technician location availability.
 - The Company strongly advises the integration of backup equipment to eliminate operational single points of failure.
 - Temporary portable compressor rentals may be deployed as an interim solution during ongoing equipment overhauls.
- **Preventable Facility Damage:** A situation where if failing to address the issue with the compressor immediately will lead to secondary, more extensive damage to the facility's infrastructure, the compressor itself, or other linked equipment.
- **Three specific questions before classifying a call as an emergency:**
 - Is there an active safety or environmental hazard?
 - Is this affecting your total production capability, or is there a redundant system available?
 - What is the estimated cost of downtime per hour you are currently experiencing?

c. Operational Triage Matrix

Priority	Category	Criteria	Response Target
P1	Emergency	Imminent safety risk, total facility shutdown, or critical environmental hazard.	Immediate dispatch / 24/7
P2	Urgent	Significant production slowing or failure of a backup system while the primary is down.	Next business day or within 24 hours
P3	Routine	Scheduled maintenance, minor leaks, or non-critical repairs.	Scheduled based on availability

d. Emergency Billing Scenarios

- **Example 1: Weekday Emergency (Standard Hours)**
 - If an emergency service call is placed and the technician is dispatched during Standard Hours (Monday–Friday, 7:00 AM – 5:00 PM), the Client will be billed at the standard hourly rate.
 - The total invoice will reflect a minimum of 4 (four) hours of labor (inclusive of portal-to-portal travel time), even if the on-site resolution takes less than 4 hours.
- **Example 2: After-Hours Emergency (Overtime/1.5x)**
 - If an emergency service call is placed on a weekday at 8:00 PM, the work is billed at the Overtime rate of 1.5x the base hourly rate.
 - The Client is charged for a minimum of 4 (four) hours at this 1.5x rate.

- If the technician's total portal-to-portal time (dispatch to return) plus on-site work exceeds 4 hours, the balance of hours is billed at the 1.5x rate.
- **Example 3: Sunday Emergency (Double Time/2x)**
 - If an emergency service call is placed on a Sunday, the entire engagement is billed at the Double Time rate of 2x the base hourly rate.
 - The Client is charged for a minimum of 4 (four) hours at the 2x rate.
- e. **Institutional Redundancy Priority Rules**
- **Institutional Exclusions:** Institutional facilities containing parallel backup configurations or built-in mechanical redundancy systems.
 - **Example:** Specific hospital loops, universities, large manufacturing grids will not receive absolute immediate priority over single-source systems, provided their secondary mechanisms remain operational.

6) Communication Protocols & Authorized Channels

a. Formal Contact Infrastructure

- To ensure legal accountability, service tracking, and operational logging, all formal communication, service requests, and notifications must be executed through the following authorized channels:

Authorized Channel	Point of Contact / Resource	System Address / Details
Direct Telephone	Principal Dispatch Office	(682) 226-2764 (Ethan)
E-Mail	Account Operations	Ethan@GreesonCompressor.com
SMS	Text Mobilization Line	(682) 226-2764
Website	Principal Domain	www.greesoncompressor.com
Interactive Portal	Real-Time AI Chat Interface	Located via Domain Homepage

b. After-Hours Emergency Escalation Protocol

- For verified mechanical emergencies arising after 10:00 PM EST, the Client must utilize a direct telephone voice call to trigger technician alert systems.
- Short Message Service (SMS) updates, web contact requests, and electronic emails transmitted past 10:00 PM EST are monitored on a delayed sequence and may remain unread until the next business morning.
 - The Company targets a 1-hour response window for initial triage across authorized channels, subject to associated field volumes and safety variables.

7) Express Limited Warranty, Indemnification, & Limitation of Liability

a. Scope of Work Performance Guarantee

- If an internal component or integrated pressure system completely fails as a direct and verifiable consequence of the specific labor executed by the Company, the Company will correct the operational variance at zero additional financial charge.
 - This structural guarantee applies exclusively to the exact scope of service completed during the documented engagement.

b. Warranty Exclusions & Post-Service Variables

- Any subsequent system faults, electronic failures, or mechanical degradation developing post-service that are technically unrelated to the explicit work performed are excluded from this guarantee.

- Such incidents will be handled as a separate service engagement and billed under standard rates.
- Physical damage sustained during freight transit or installation complications stemming from manufacturer-supplied alternative parts are strictly governed under external Original Equipment Manufacturer (OEM) warranty policies and are excluded from Company liability.

c. Legal Disclaimer of Implied Warranties

- EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THIS SECTION, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- ALL REPAIR AND MAINTENANCE SERVICES ARE PROVIDED "AS IS."

d. Absolute Limitation of Liability

- IN NO EVENT SHALL GREESON COMPRESSOR SERVICES, INC. BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.
- THIS INCLUDES, BUT IS NOT LIMITED TO, LOSS OF COMMERCIAL REVENUE, PRODUCTION DOWNTIME, FACILITY DEGRADATION, REPUTATIONAL DAMAGE, LOSS OF DATA, OR ENGINE SEIZURE, ARISING OUT OF OR LINKED TO THE PROVISION OF SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.
- THE TOTAL AGGREGATE LIABILITY OF THE COMPANY ARISING OUT OF THIS CONTRACTUAL RELATIONSHIP SHALL NOT EXCEED THE TOTAL CASH FEES ACTUALLY PAID BY THE CLIENT TO THE COMPANY FOR THE SPECIFIC SERVICE ENGAGEMENT GIVING RISE TO THE APPLICABLE CLAIM.

8) Miscellaneous Terms & Amendment Authority

- The operational terms, billing metrics, and structural legal covenants outlined in this document are subject to modification at the sole discretion of the Company.
- The Client will receive electronic and / or written notification within thirty (30) days regarding any material adjustments, alterations, modifications, updates, or changes to any policy frameworks.

9) Governing Law and Venue

- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in Marion County, Florida.

10) Dispute Resolution Clause

- Informal Negotiation. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good-faith informal negotiations for a period of at least thirty (30) days.

a. Mandatory Mediation and / or Arbitration

- If the dispute is not resolved through informal negotiations, the Parties agree to submit the dispute to non-binding mediation in Marion County, Florida, before a mutually agreed-upon mediator. The Parties shall share the costs of the mediation equally.
- **Binding Arbitration:**

- If mediation does not result in a settlement, the dispute shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Marion County, Florida. The arbitrator's decision shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- **Attorney's Fees:**
 - In any arbitration or legal proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, expert witness fees, and costs from the non-prevailing party.

11) Force Majeure

- Neither Party shall be held liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any obligation (other than the obligation to make payments for services already rendered) under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party.
- Such causes include but are not limited to:
 - Acts of God
 - Flood
 - Hurricane or Tornado
 - Fire
 - Earthquake
 - Other natural disasters (explosion, war, invasion, or hostilities, government order, government shutdown, changes to federal law or actions
 - National and / or regional emergencies
- The Party suffering a Force Majeure event shall:
 - Provide the other Party with prompt written notice describing the event.
 - Use commercially reasonable efforts to mitigate the effects of the event and resume performance as soon as possible.
- If the Force Majeure event continues for more than thirty (30) days, the non-affected Party may terminate this Agreement upon written notice without penalty.

12) Contractual Execution & Binding Agreement

- By executing this document via written or digital signature, both parties acknowledge full comprehension of, and consent to be legally bound by, all operational parameters, penalty frameworks, payment liabilities, and legal disclaimers contained herein.
- Digital signatures and electronic acceptances executed via the Company's authorized web portal are legally binding and hold the same authority as a physical written signature.

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Greeson Compressor Services, Inc.

Authorized Officer Signature

Printed Name & Title

_____/_____/_____

Date of Execution

Client

Authorized Client Signature

Printed Name & Corporate Title

Entity Name / Facility Identification

Entity / Facility Address

_____/_____/_____

Date of Execution