



EXHIBIT "A" To Contract

Terms and Conditions of Design and Sale

1. Applicability.

(a) These terms and conditions of sale (the "**Terms**") comprise additional terms and conditions which govern the sale of the goods (the "**Goods**") and installation services ("**Services**") as described on the accompanying contract (the "**Contract**") by and between Watson Well Service, Inc. ("**Seller**") and the buyer specified on the Contract ("**Buyer**"). Notwithstanding anything herein to the contrary, the terms and conditions of the Contract shall prevail to the extent they are inconsistent with these Terms.

(b) The Contract, to which these Terms are attached as Exhibit "A" are incorporated herein together by this reference, which collectively outline the Goods and the Services provided. The Contract and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

(c) Notwithstanding anything to the contrary contained in the Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees as set forth in the Contract.

2. Delivery of Goods and Performance of Services.

(a) The Goods will be delivered as specified in the Contract, subject to availability of components and parts. Seller shall not be liable for any delays, loss, or damage in transit. Shipping weights, dimensions, anticipated ship dates and arrival times are all approximate and subject to change. Buyer agrees to accept delivery at Seller's discretion whether or not the Buyer's site is prepared to enable Seller to perform the Services.

(b) Unless otherwise agreed in writing by the parties, Seller shall direct delivery of the Goods to Buyer's designated location as specified on the Contract (the "**Delivery Point**"), using Seller's standard methods for packaging and shipping of such Goods. Upon delivery, Buyer shall conduct a general inspection for obvious damages, and absent notice to Seller (and with or without inspection), Buyer shall be deemed to have taken delivery of the Goods within 10 days of delivery. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Buyer's Delivery Point, and will unload and release all transportation equipment promptly such that no demurrage or other expense is incurred.

(c) If for any reason Buyer fails to accept delivery of the Goods on the date fixed pursuant to Seller's notice that the Goods are to be delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer (where not delivered FOB Origin as provided in Section 5, below); (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(d) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Contract, and any such dates shall be estimates only.

(e) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, preparing the designated Buyer's installation site with proper hook-ups (power, water, etc.), and such other accommodation and facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of the Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to commence.

3. Non-Delivery.

(a) Seller may from time to time arrange with a third-party freight delivery provider (a "Carrier") for delivery of the Goods. Unless otherwise provided in the Contract, the estimated Carrier cost will be added to the final amount due.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 30 days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4. Taxes. Unless provided to the contrary in the Contract, sales tax has not been added to the Contract price, and where such taxes are applicable, such amounts shall be added to the Contract price. Buyer shall pay all excise, privilege, sales, use and value-added taxes and all custom duties, levies and other governmental charges, however designated, imposed by any governmental authority arising from the sale or the exportation or importation of the Goods, and Buyer shall indemnify and hold Seller harmless from and against any and all expenses, costs, liabilities and claims arising out of or relating to Buyer's failure to fulfill such obligation. If Seller pays any such taxes or charges, Buyer shall upon demand, immediately reimburse Seller for such amounts.

5. Shipping Terms; Taxes. Where delivery of the Goods is by Carrier, the Goods shall be shipped FOB Origin Seller's designated warehouse, which shall be 500 Summer Street, Eureka, CA 95501, until notice of any designation change is provided by Seller to Buyer. Buyer acknowledges that "FOB Origin" transfers to Buyer title and risk of loss with respect to the Goods the moment the Carrier picks up and signs the bill of lading at the origin pick-up location. In the event the Contract specifies that Seller shall deliver the Goods, delivery shall be made at Buyer's Delivery Point, and title and the risk of loss shall pass upon such delivery of the Goods.

6. Security Interest Grant. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the California Uniform Commercial Code.

7. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within the periods set forth in Section 2(b) upon delivery to Delivery Point ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods within the times so specified unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in the Contract; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods and the existence of Nonconforming Goods is acknowledged by Seller, Seller shall replace such Nonconforming Goods with conforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility, currently located at 500 Summer Street, Eureka, CA 95501. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to Buyer's Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods and Services from Seller at the prices (the "**Prices**") set forth in the Contract. If the Prices should be increased by Seller before delivery of the Goods to a Carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

(c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Consistent with the terms and provisions of Section 4, Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

10. Payment Terms.

(a) All amounts due shall be fully and timely paid by Buyer as and when specified in the Contract. Buyer shall make all payments hereunder by payment method mutually agreed upon by both the Buyer and Seller and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month, calculated daily and compounded monthly, but in no event exceeding the amount allowed by law. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Change Orders.

(a) The Goods shall meet such specifications as set forth in the Contract. If either party wishes to change the specifications or any component with respect to the Goods, or the scope or performance of the Services, (a "**Change Order Request**"), such party shall submit details of the requested change to the other party in writing. Seller shall, within a reasonable time after such request, provide a written estimate to Buyer of:

- (i) the likely time required to implement the change;
- (ii) any necessary variations to the fees and other charges for the Goods or Services arising from the change;
- (iii) the likely effect of the change on the Services; and
- (iv) any other impact the change might have on the performance of the Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 30. For clarity, no Buyer Change Order Request shall affect the Contract until such Buyer Change Order Request is accepted in writing by Seller. Upon acceptance of a Change Order, the parties' respective obligations under the Contract, except as modified by the Change Order, shall remain unchanged and in full force and effect.

(c) Notwithstanding Section 11(a) and Section 11(b), Seller may, from time to time change the Services or substitute like components or parts comprising the Goods without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, the overall functionality of the Goods, or the fees or any performance dates set forth in the Contract.

(d) Seller may charge at its standard hourly rate for the time it spends assessing and documenting a change request from Buyer on a time and materials basis in accordance with the Contract.

12. Limited Warranty.

(a) Seller warrants to Buyer that for a period of 30 days from the date of delivery of the Goods, that such Goods will materially conform to the specifications set forth in the Contract (the "**Goods Warranty Period**"). The manufacturer warranty may exceed the Goods Warranty Period, in which case upon a component failure after the Goods Warranty Period expires, Seller shall make reasonable efforts to pursue such manufacturer's warranty on behalf of Buyer. Buyer shall promptly notify Seller of any such defect or failure as provided in Section 12(e), such that Seller shall be able to pursue on Buyer's behalf any manufacturer's warranty. In no event shall Seller have liability to Buyer following the Goods Warranty Period.

(b) Seller warrants to Buyer that for a period of three (3) months from completion of Seller's Services, that the Services shall be performed free of material defect in design or workmanship, and that the Services shall be performed using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND (b), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(d) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 12(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(e) The Seller shall not be liable for a breach of the warranties set forth in Section 12(a) and Section 12(b) unless: (i) Buyer gives written notice of the defective Goods or Services (a "**Notice of Defect**"), as the case may be, reasonably described, to Seller within 30 days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 12(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective.

(f) The Seller shall not be liable for a breach of the warranty set forth in Section 12(a) or Section 12(b) if: (i) Buyer makes any further use of such Goods after giving such Notice of Defect; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(g) Subject to Section 12(e) and Section 12(f) above, with respect to any such part or component comprising Goods during the Warranty Period, Seller shall repair or replace such part or component.

(h) Subject to Section 12(e) and Section 12(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 12(b), Seller shall repair or re-perform the applicable Services.

(i) THE REMEDIES SET FORTH IN SECTIONS 12(g) AND (h) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 12(a) AND (b), RESPECTIVELY.

13. Limitation of Liability.

(a) **ALL SYSTEMS ARE DESIGNED BASED ON BUYER SPECIFICATIONS, AS SET FORTH IN THE CONTRACT BETWEEN BUYER AND SELLER. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF (i) BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, OR (ii) THE USE OR OPERATION OF SUCH SYSTEMS EXCEEDING IN ANY RESPECT THE DESIGN OR CAPACITY SPECIFICATIONS, OR (iii) CHANGED CIRCUMSTANCES SUBSEQUENT TO FINALIZATION OF SELLER'S DESIGN OR INSTALLATION APPLICABLE TO BUYER'S DESIRED FUNCTIONALITY OF THE SYSTEMS IN ANY MANNER INCONSISTENT WITH THE DESIGN OR CAPACITY SPECIFICATIONS. SELLER IS NOT RESPONSIBLE FOR ANY REMOVAL OR REINSTALLATION LABOR COSTS INCURRED IN REPLACING DEFECTIVE COMPONENT PARTS EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.**

(c) The limitation of liability set forth in Section 13(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's grossly negligent acts or omissions.

14. Indemnification: Indemnification for Hazardous Materials. Buyer shall indemnify and hold harmless Seller, its consultants, subcontractors, agents, officers, directors and employees from and against all claims, damages, losses, and expenses including defense costs and attorneys' fees including those that result from the failure to detect or from the actual, alleged, or threatened discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal matter, or contaminants including vapor, fumes acids, alkalis, chemicals, waste, oil or other hazardous material. Buyer shall be liable under this paragraph for claims, damages, losses, and expenses including defense costs and attorneys' fees, unless such claims, damages and losses and expenses are caused by Seller's gross negligence or willful misconduct. In addition to and notwithstanding the foregoing, Buyer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Seller, its consultants, subcontractors, agents, officer, directors and employees from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the supply of Goods or provision of Services related to this contract.

15. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved

in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

16. Right of Entry. Buyer agrees to and hereby furnishes Seller with the right-of-entry onto the land and into any structures to which this Agreement relates. Buyer further represents and warrants that if the site is not owned by the Buyer, that permission has been granted to Seller to make site reconnaissance and observations pursuant to the scope of Services in the contract. Buyer also agrees to furnish to Seller prompt access to water systems covered under this contract.

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Upon termination of this Agreement (i) by Seller based on the occurrence of any of the foregoing circumstances, or (ii) by Buyer, Seller shall have no obligation to refund any payments received from Buyer prior to such termination. Retention of such payments by Seller shall be in addition to any remedies that may otherwise be available to Seller hereunder.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Patents, Trademarks, and Copyrights. All documents, reports, specifications, drawings, field data and notes, laboratory test data, calculations, estimates, including documents prepared on electronic media prepared by Seller under the terms of Seller's provision of the Goods and Services to Buyer are instruments of design in connection with this contract. Seller shall retain an ownership and property interest in these instruments of design regardless of whether the project work is completed. Seller shall not be liable, and Buyer shall indemnify Seller and hold Seller harmless from and against any and all loss, liability, damage, claim or expense (including but not limited to Seller's reasonable attorneys' fees and other costs of defense) incurred by Seller (whether or not actually paid out of pocket) as a result of any claim of patent, trademark, copyright or trade secret infringements, or infringements of any other proprietary rights of third parties.

21. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

22. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

25. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

26. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Eureka and County of Humboldt, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, or if specified to the contrary in the Contract, then to such other venue or jurisdiction as specified therein.

27. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

28. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Patents, Trademarks, and Copyrights, Governing Law, Submission to Jurisdiction and Survival.

30. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.