



TERMS AND CONDITIONS to Letter Agreement dated _____ between
ENERGY Management Advisory Service LLC (EnergyMAS) and
_____ :

1. Payment for services is due within ten days of invoiced. The invoice will be based on any initial retainer plus a preplanned monthly work schedule covering the scope of engagement. Any actual out of pocket expenses or actual excess hours will be added to a following or final follow up invoice.
2. In connection with this project, each of us will have access to confidential information made available by the other; each shall protect such confidential information in the same manner as it protects its own confidential information of like kind. This provision shall survive the termination of this agreement for any reason.
3. _____ shall own the deliverables of this project, which shall not include any proprietary products or methods we may use in the course of the project. We may retain copies for our quality assurance purposes. Subject to our obligations of confidentiality, each of us shall be free to use the concepts, techniques, and know-how used and developed in the project. In any event, we shall continue to be free to perform similar services for our other clients using our general knowledge, skills, and experience.
4. Neither of us shall be liable to the other for more than the fees paid under this agreement. We will not be liable for any consequential, incidental or punitive loss or expense even if we have been advised of their possible existence. This provision shall survive the termination of this agreement for any reason.
5. *EnergyMAS* responsibilities are limited to identification, documentation, and appropriate communication of recommendations to management, and accordingly, the ultimate implementation of recommendations is the responsibility of management.
6. Because of the importance of management's representations, _____ hereby releases *EnergyMAS* and its personnel from any and all liability and costs relating to *EnergyMAS* services under this letter which arise from any misrepresentations made by _____.



7. _____ shall indemnify and hold harmless *EnergyMAS* and its personnel from and against any claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and the time of *EnergyMAS* personnel involved) brought against, paid or incurred by *EnergyMAS* at any time and in, any way arising out of or relating to *EnergyMAS* services under this letter, except to the extent finally determined to have resulted from the gross negligence or willful misconduct of *EnergyMAS* personnel. This provision shall survive the termination of this agreement for any reason.

8. Neither of us shall be liable for any delays or failures to perform due to causes beyond our control.

9. The methodologies employed in the course of the project are for _____ sole purpose and are not to be made public to other parties other than officers, directors, and employees of _____ or its affiliates without the prior consent of *EnergyMAS*.

10. *EnergyMAS* warrants that its services will be performed in a professional manner in accordance with applicable professional standards and shall perform any work not in compliance with this warranty brought to its attention within a reasonable time after the work is performed. Work will be performed within this warranty to the customer satisfaction ultimately reflected by the full payment of invoice. However, we do not warrant, nor will we be responsible for, the performance of any third party products.



THE PRECEDING IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

12. Notice of termination of services or any other notice or other communication given pursuant to this Agreement shall be in writing and shall become effective either when delivered personally to the party for who intended or seven business days following the date the notice is deemed to be received. A notice is deemed received three (3) days following deposit of the same into the mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth in the Agreement. "Business day" shall be any day on which the banks in the recipient's country are opened for normal business. Our engagement shall terminate without liability or continuing obligation (except for any compensation earned, expenses incurred, retainer fees agreed upon or as otherwise provided in this agreement) upon: (1) our mutual written agreement; (2) the insolvency, bankruptcy, appointment of a receiver reorganization under bankruptcy laws, or assignment for the benefit of creditors of either party; or (3) material breach of this agreement with such breach remaining unresolved then (10) days after receiving notice of the breach. In the event of such termination, you shall pay us for all actual and retainer services rendered and expenses incurred by us prior to the date of termination.

13. This arrangement contract sets forth the complete agreement between the parties and supersedes all previous discussions and communications relating to the subject matter of this arrangement. Any modifications to this agreement shall be exercise in writing.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.