

PROVISIONS

AUTHORIZATION TO PROCEED. Execution of this Chain of Custody by CLIENT will be authorization for Hydrosphere Research to proceed with the laboratory work. For good and valuable consideration, Hydrosphere Research and Client agree as follows:

COMPENSATION AND TERMS OF PAYMENT. Hydrosphere Research will be compensated based on a written quotation described in Exhibit A. Hydrosphere Research will issue invoices as services are completed. Invoices are due and payable on receipt. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work. Hydrosphere Research reserves the right to change prices without notice.

STANDARD OF CARE. The standard of care applied to our services will be the degree of skill and diligence normally employed by laboratory industry personnel performing the same or similar service.

WARRANTY AND LIMITATION OF LIABILITY. Hydrosphere Research's liability for all claims arising out of this agreement shall be limited to the amount of fees paid by Client to Hydrosphere Research under this agreement. In no event shall Hydrosphere Research be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential or indirect damages arising from or in relation to this agreement or the use of the services, however caused and regardless of theory of liability. This limitation will apply even if Hydrosphere Research has been advised or is aware of the possibility of such damages. Except as expressly set forth in this agreement, Hydrosphere Research specifically disclaims all warranties express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of the system or services provided by hydrosphere research hereunder.

SEVERABILITY AND SURVIVAL. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this agreement for any cause.

ASBESTOS OR HAZARDOUS SUBSTANCES. To the maximum extent permitted by law, the CLIENT will indemnify and defend Hydrosphere Research and its officers, employees, sub consultants and agents from all claims, damages, losses, and expenses, including but not limited to direct, indirect, or consequential damages and attorney's fees in excess of limitation of liability arising out of or relating to the presence, discharge release, or escape of hazardous substances, contaminants or asbestos on or from the project.

INTERPRETATION. The limitations of liability and indemnities will apply whether Hydrosphere Research's liability arises under breach of contract or warranty; tort, including negligence (but not sole negligence); strict liability; statutory liability; or any other cause of action; and shall apply to Hydrosphere Research officers, employees, and subcontractors. The professional service agreement will take precedence in the event there is a conflict with the agreement and the chain of custody document.

SAMPLE DISPOSAL AND STORAGE. Disposal of hazardous waste samples is the responsibility of the CLIENT. Hazardous waste samples will be returned at the CLIENT'S expense within 30 days after the submission of the analytical report. Upon special request, samples may be stored for longer than 30 days at the rate of \$10 per month per sample.

JURISDICTION. In the event that any dispute between the Parties, the Parties hereby agree to the following:

(a) Customer hereby irrevocably and unconditionally consents to commence any action, suit or proceedings arising out of or, relating to this Agreement, the matters referred to herein or the transactions contemplated hereby in the courts of the State of Florida located within the County of Alachua; and

(b) The Parties also hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, the matters referred to herein or the transactions contemplated hereby in any court other than those specified above, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.