

SERVICE AGREEMENT TERMS AND CONDITIONS (Fluid Analysis)

Upon (a) the Customer's execution of the Service Agreement and/or (b) the Customer's oral or written acceptance of parts, goods, accessories, and attachments described in the Service Agreement, and/or (c) the Customer's oral or written acceptance of services to be performed as detailed in the Service Agreement, the Customer, agrees to the following Terms and Conditions. The Service Agreement and Service Agreement Terms and Conditions, as set forth below, are incorporated herein and therein, and together, shall be deemed to constitute one agreement, binding on all parties hereto. This Service Agreement shall be binding on WSECO upon its execution of the Service Agreement, and subject to availability of the Services.

1. OFFER TO SELL: Western States Equipment Company, an Idaho corporation, or its affiliates ("**WSECO**") agrees to provide the testing and analysis services ("**Services**") to the Customer, under the terms and conditions specified herein. Customer, together with WSECO, the "**Parties,**" and each a "**Party**".

2. ACCEPTANCE AND TERMS AND CONDITIONS: Acceptance of this Service Agreement is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the (i) terms and conditions or (ii) representations or warranties, of this Service Agreement, is expressly objected to and hereby rejected. Once accepted, this Service Agreement shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral, or otherwise, which are not stated within this Service Agreement (including, for purposes of clarity, any general terms and conditions contained in Customer's Purchase Order or other documents submitted by Customer). This Service Agreement will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this Service Agreement will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective.

3. PARTIAL INFORMATION. Customer understands and acknowledges that WSECO may perform the Services in reliance on representations made by Customer regarding, inter alia, the cleanliness, functionality, operational status, contents and/or nature of the property, equipment or machinery that will be the subject of the Services. Should any of the representations on which WSECO relied in providing the Services be false or incomplete, or if WSECO shall reasonably determine in the course of performing the Services that additional testing and analysis services are necessary to satisfy its obligations hereunder, WSECO shall promptly provide to Customer an estimated cost of the additional work necessary to satisfy its obligations hereunder ("**Additional Work**"). If Customer either declines or fails to agree to modify the Services Agreement and scope of Services to include the Additional Work within thirty (30) days, WSECO shall be entitled to terminate this Agreement

4. CHANGE ORDERS. Subject to Section 3 above, if either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. WSECO shall, within a reasonable time after such request, provide a written estimate to Customer of (i) the likely time required to implement the change and (ii) any necessary variations to the fees and other charges for the Services arising from the change. 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. Notwithstanding the above, WSECO may from time to time

change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Services Agreement or relevant Change Order.

5. PAYMENT TERMS:

- a. Payment.** Customer shall pay to WSECO all invoiced amounts within thirty (30) days from the date of such invoice, unless otherwise set forth on the Service Agreement and/or Credit Agreement. Notwithstanding the foregoing, for any Customer who (i) does not have a Credit Agreement for an Open Account with WSECO, or (ii) payment terms are not set forth on the Service Agreement, full payment shall be due at time of purchase. Customer shall make all payments in US dollars by check, credit card or wire transfer. For Customers who do not have an open credit account with WSECO, payment is due upon delivery of Services.
- b. Late Payments.** Customer shall pay interest on all late payments, calculated daily, and compounded monthly at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable Law, calculated daily and compounded monthly. Customer shall also reimburse WSECO for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
- c. Disputed Invoice.** Failure to notify WSECO in writing of any dispute regarding an invoice within sixty (60) days of receipt thereof waives Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counterclaim.
- d. No Set-off Right.** Customer shall not have, and acknowledges that it does not have, any right to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to WSECO under this Service Agreement.

6. UNSATISFACTORY CREDIT STATUS. Customer shall furnish WSECO with statements evidencing Customer's financial condition as WSECO may, from time to time, reasonably request, and shall notify WSECO immediately of any and all events that may have a material adverse effect on Customer's business or financial condition. If WSECO determines in its sole discretion that Customer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to WSECO's other rights, WSECO may without liability or penalty take any of the following actions:

- a.** require that Customer provide a standby letter of credit satisfactory to WSECO in its sole discretion;
- b.** accelerate all amounts owed by Customer to WSECO under this Service Agreement;
- c.** modify the payment terms specified in Section 5 (Payment Terms) for outstanding and future Orders, including requiring Customer to pay cash in advance;
- d.** cancel any previously accepted Orders;
- e.** delay any further shipment of Services to Customer;
- f.** terminate this Service Agreement; or

- g. any combination of the above.

No actions taken by WSECO under this Section 6 (nor any failure of WSECO to act under this Section 6) shall constitute a waiver by WSECO of any of its rights to enforce Customer's obligations under this Service Agreement including, but not limited to, the obligation of Customer to make payments as required under this Service Agreement.

7. HAZARDOUS SUBSTANCES. Customer shall submit each sample to WSECO with (i) a proper Safety Data Sheet ("**SDS**") and (ii) written notification (a "**Notification**") as to whether such sample contains Hazardous Substances (as defined below). If Customer submits any sample without an SDS and/or Notification and WSECO identifies such sample as containing Hazardous Substances, WSECO will notify Customer, as necessary, and hold the sample for ten (10) days for Customer to recover it. In the event Customer fails to recover such sample, WSECO will properly dispose of such sample and invoice Customer for all costs incurred by WSECO for said disposal. Customer shall indemnify, defend, and hold WSECO, its parent company and affiliates and their respective owners, officers, directors, employees, agents, successors and permitted assigns from and against any and all claims, damages, and losses caused by such Hazardous Substances unless caused, in whole or in part, by WSECO's negligence or the negligence of WSECO's parent company or their respective employees, agents or assigns. For the purposes of this Agreement, "**Hazardous Substances**" means all regulated or hazardous substances, other than used oil, #2 diesel or coolant (including without limitation, substances identified as "Hazardous Materials" under the Resource Conservation and Recovery Act, the Toxic Substances Control Act and/or any other federal, state, or local laws, rules and/or regulations purporting to deal with toxic or hazardous substances).

8. SALES TAXES: Under certain state laws, WSECO is required to collect sales tax for sales made on Services. Prices stated in this Service Agreement, Order, or Purchase Order, do not include any applicable state, county, city, or local sales taxes. This Service Agreement is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time the Services are invoiced. Where applicable, WSECO will charge sales tax at the time of invoice unless the Customer has a valid sales tax exemption certificate on file. Valid sales tax-exempt certificates can be emailed to SalesTax@WSECO.com. In states where WSECO is not required to collect and pay Sales Tax, the Customer is obligated to self-report and pay the Sales and/or Use Tax to the Customer's appropriate state and or local Department of Revenue. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

9. TIME OF DELIVERY: Orders for Services are processed in the order of their acceptance by WSECO. WSECO will use commercially reasonable efforts to deliver the Services to Customer on the scheduled delivery date as stated in this Service Agreement. However, shipping and delivery dates are estimates and dependent upon factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, equipment and inventory shortages, shipping delays, the goods and equipment necessary to provide the Services, may not arrive on the scheduled date. WSECO shall not be liable for any damages caused by delays in delivery or shipment of the Services. Unless otherwise agreed to in writing by the parties, the Services shall not be delivered to Customer until payment terms are mutually agreed upon.

10. COMPLIANCE WITH LAWS: Customer shall at all times comply with all federal, state, and local laws, rules, or regulations applicable to this Service Agreement, Customer's performance of its obligations hereunder, and Customer's use of the Services. Without limiting the generality of the foregoing, Customer shall (a) at its own expense, maintain all certifications, credentials, licenses and permits necessary to conduct its business relating to the purchase or use of the Services and (b) not engage in any activity or transaction involving the Services, by way of shipment, use or otherwise, that violates any federal, state, and local laws, rules, or regulations.

11. TERMINATION. In addition to any remedies that may be provided under this Service Agreement, WSECO may terminate this Service Agreement with immediate effect upon written notice to Customer, for any reason or no reason, or if Customer: (a) fails to pay any amount when due under this Service Agreement; (b) has not otherwise performed or complied with any terms of this Service Agreement, 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. Any termination under this Service Agreement automatically operates as a cancellation of any deliveries of Services to Customer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Services had been accepted by WSECO. With respect to any Services that are still in transit upon termination of this Service Agreement, WSECO, in its sole discretion, may require that all sales and deliveries of such Services be made on either a cash-only or certified-check basis.

12. LIMITED WARRANTY.

- a. Services.** For Services purchased by Customer from WSECO, WSECO warrants that its Services will be performed and completed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- b. Limitation of Remedies:** During the limited warranty, if any, as provided herein, if, for any reason, the Services do not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the Services or any part thereof, at its option, without affecting any of the terms of this Service Agreement. This remedy does not apply if the Services has failed or performs less than satisfactorily due to Customer's improper use of the Services, accident (including, damage during shipment), neglect, abuse, misuse, or exposure of the Services to conditions beyond capacity, power, environmental design limits, or operation constraints, as specified by WSECO and/or the Services manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes.

THE REMEDIES IN THIS SECTION 12 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THE LIMITED WARRANTY.

13. DISCLAIMER OF WARRANTIES: Customer accepts the Services "AS IS, WHERE IS" and "WITH ALL FAULTS," regardless of defects, latent or otherwise, and (ii) WSECO makes no warranties, express or implied, for any Services, equipment, product, service, or other items sold or furnished under this Service Agreement, unless agreed to in a separate writing between Customer and WSECO. **WSECO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR**

(d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY WSECO, OR ANY OTHER PERSON ON WSECO'S BEHALF, EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT. ALTHOUGH WSECO MAY ADMINISTER WARRANTIES ISSUED BY A MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) ANY EXPRESS WARRANTIES BY SUCH MANUFACTURER ARE NOT THE RESPONSIBILITY OF WSECO; (2) SUCH MANUFACTURER'S WARRANTY MAY CONTAIN LIMITATIONS; AND (3) CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY WSECO WHICH ARE NOT COVERED BY SUCH MANUFACTURER 'S WARRANTY. Any warranty by WSECO shall be null and void and have no legal effect if Customer fails to pay any amounts due for the Services at issue.

14. LIMITATION OF LIABILITY: In no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any liquidated, incidental, indirect, exemplary, punitive, enhanced, special, or consequential damages in connection with, arising out of, or relating to this Service Agreement or furnishing of any Services, goods, equipment, or other items or any third party's ownership, maintenance, or use of any Services, goods, equipment, or other items furnished under this Service Agreement, including, but not limited to, lost profits or revenues, loss of use of the Services or any associated equipment, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer for such damages, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen by Customer, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. WSECO is not responsible for meeting any federal, state, local or municipal code, rules, regulations, or specifications (whether statutory, regulatory, or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected the Services, and associated equipment, if any, based upon its own judgment and particular needs and disclaims any reliance upon any statements, advice, or presentations made by WSECO. **IN NO EVENT SHALL WSECO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF AGREEMENT, WARRANTY, STRICT LIABILITY TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF THE LESSER OF (a) TOTAL OF THE AMOUNTS PAID TO WSECO UNDER THE SERVICE AGREEMENT FOR THE PREVIOUS SIX (6) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM; AND (b) \$5,000** The parties recognize that the pricing associated with Services reflects this allocation of risk and is the basis of the bargain between the parties.

15. ASSUMPTION OF RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY SERVICES BY CUSTOMER, ITS SUBSIDIARIES, AFFILIATES, AGENTS, OR EMPLOYEES, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS, OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY WSECO, BY WAY OF TECHNICAL ADVICE, CONSULTING, DEMOS, TRAINING, OR OTHERWISE, RELATED TO THE USE OF THE SERVICES.

16. INDEMNITY:

- a. Customer agrees to indemnify, defend and hold harmless WSECO from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, deficiencies, fees, interest, awards, penalties, fines, costs (including, but not limited to, attorney fees and court costs), judgements, and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to (i) the selection, delivery, loading, unloading, towing, possession, use, misuse, failure or maintenance of the Services, operation, handling, retaking, or transportation of the Services (inclusive of any of the foregoing by employees or agents of Customer, or third parties), (ii) personal injury, death or property damage or loss of any nature whatsoever arising out of or related to the Services subject to this Service Agreement, (iii) any breach by Customer of this Service Agreement or any applicable law, (iv) use of the Services or serviced equipment in any manner that does not materially conform with the usage specifications provided by WSECO or the equipment manufacturer, as applicable, or (v) any act or omission of Customer or Customer's employees, agents, contractors, subcontractors, affiliates or invitees. Additionally, Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others (including any third-party suits or actions) and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in gross negligence, willful misconduct, negligence or otherwise.
- b. **WSECO Indemnification.** Subject to the limitations and conditions set forth in Section 14, WSECO shall indemnify, hold harmless, and defend Customer from and against any third-party claims related to the Services provided by WSECO, to the extent such third party claims (including, but not limited to claims related to the death or injury of any person(s) or damage to or destruction of any real or personal property) are caused by WSECO's negligent acts or omissions in provision of such Services.

17. INSURANCE. During the term of this Service Agreement, each Party shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, (i) commercial general liability in occurrence form with a minimum limit of \$1,000,000 per occurrence, plus a minimum \$2,000,000 general aggregate limit; (ii) workers' compensation in an amount no less than the minimum required by law and employers' liability in a sum no less than \$1,000,000; and (iii) any additional insurance WSECO may reasonably require, in each case with financially sound and reputable insurers. Upon either Party's request, the other Party shall provide the requesting Party with a certificate of insurance from such Party's insurer evidencing the insurance coverage specified above. The certificate of insurance shall name the requesting Party as an additional insured. The insured Party shall provide the requesting Party with thirty (30) days' advance written notice in the event of a cancellation or material change in the insured Party's insurance policy. Except where prohibited by law, the insured Party shall require its insurer to waive all rights of subrogation against the requesting Party and the requesting Party's insurers.

18. DEFAULT BY CUSTOMER:

- a. **Event of Default.** An "Event of Default" shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if owners,

shareholders, or members of Customer's business organization take actions towards dissolution or liquidation of Customer; or (d) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

- b. Occurrence of an Event of Default.** Upon the occurrence of any Event of Default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the Services and make them available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the Services; and (iv) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this Service Agreement or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this Service Agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the Services, whether or not legal action is commenced.

19. DATA PRIVACY—PERSONAL INFORMATION. Customer acknowledges that Caterpillar and WSECO each collect, use, retain, disclose, and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about Caterpillar and/or WSECO products or services. Caterpillar's Global Data Privacy Statement (GDPS) is available at www.caterpillar.com/dataprivacy. WSECO's privacy statement is available at <https://www.westernstatescat.com/privacy-policy>. WSECO and Caterpillar may share or disclose said personal information with the other. Customer agrees that nothing contained herein impacts any authorization or consent previously provided to Caterpillar or WSECO relating to the same.

20. MARKETING. The Customer consents that, in the provision of the Services, Customer's equipment may be used in any WSECO or third-party promotional materials, pictures, videos, or other mediums. The Customer's name or trademarks shall not be used without express written consent from the Customer.

21. WAIVER. No waiver of any provision of this Service Agreement shall be effective unless it shall (a) be in writing; (b) specifically identify this Service Agreement; (c) specifically state that such document waives certain terms of this Service Agreement; and (d) be accepted and signed by an authorized representative of WSECO. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Service Agreement: (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Service Agreement; or (ii) any act, omission, or course of dealing between the Parties. Unless otherwise specified, remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity. The receipt, acceptance and/or negotiation of, or any endorsement on, any check or draft received from one Party will not operate to waive or release, in whole or in part, any claim of the other Party arising hereunder or in connection herewith (except as to the portion thereof actually received by the other Party in cash or other good funds).

22. TARIFFS. If, after the date of this Sales Agreement, Purchase Order, Proposal, or Quote, any new or increased tariffs, duties, or other government-imposed costs on materials used in the work becomes effective, the associated contract price of the goods shall be adjusted to

reflect the actual increased cost to WSECO. WSECO shall notify the Customer of any such cost impact. Failure to agree on a price adjustment shall not relieve the Customer's obligation to pay the increased cost, and WSECO shall be entitled to an extension of time if such tariffs result in material shortages or delays and/or WSECO may permanently suspend performance because of a delay or the inability of the parties to agree upon an adjusted price.

23. FORCE MAJEURE: WSECO shall not be responsible or liable, and WSECO's obligation to perform under this Service Agreement will be excused during each period of delay, for any delay or failure to deliver any or all of the Services and/or performance of the services where such delay or failure is caused by any act of God, any worldwide or national epidemic or pandemic, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of power, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the Services or performance of the services. Any such cause, contingency, occurrence, or circumstances shall release WSECO from performance of its obligations hereunder. In the event of a Force Majeure event, such party shall: (i) immediately notify the other party of the Force Majeure event and its expected duration, and (ii) take all reasonable steps to recommence performance as soon as possible.

24. JURISDICTION AND VENUE: This Service Agreement and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this Service Agreement shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

25. FAILURE OR OMISSIONS. No delay or failure by either party to exercise any right or remedy under this Service Agreement, and no partial or single exercise of that right or remedy, shall constitute a waiver of that or any other right or remedy, unless otherwise expressly provided in this Service Agreement.

26. SEVERABILITY. If any part of this Service Agreement shall be determined to be invalid, illegal, or unenforceable, or declared null and void by any court of competent jurisdiction, then (i) such part shall be reformed, if possible, to conform to the law and (ii) in any event the remaining parts of this Service Agreement shall be fully effective and operative insofar as reasonably possible.

27. ASSIGNMENTS: No right or interest in this Service Agreement shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

28. AMENDMENTS. No amendment to or modification of or rescission, termination or discharge of this Service Agreement is effective unless in a writing signed by an authorized representative of each Party.

29. ENTIRE AGREEMENT. This Service Agreement, and associated invoices, constitute the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties. The Parties intend for the express terms and conditions contained in this Service Agreement (including any invoice and these Service Agreement terms and conditions) to exclusively govern and control each of the Parties' respective rights and obligations regarding the subject matter of this Service Agreement, and this Service Agreement is expressly limited to such terms and conditions. Without limitation of the foregoing, any additional, contrary, or different terms contained in any purchase order, third-party agreement, or other request or communication by Customer pertaining to the Services by WSECO, and any attempt to modify, supersede, supplement, or otherwise alter this Service Agreement, will not modify this Service Agreement (inclusive of any Customer's invoice) or be binding on the parties. The entering of a Service Agreement with WSECO, the issuance of a purchase order for the Services to be provided by WSECO, or the receipt, acknowledgement, or acceptance of the Services provided by WSECO, constitutes Customer's acceptance of the Service Agreement, and these Service Agreement Terms and Conditions exactly as written. WSECO reserves the right, in its sole discretion, to modify or replace any of these Terms and Conditions at any time, and such modifications or replacements shall apply to all Services from WSECO after the date of such modification or replacement. It is Customer's responsibility to review the Service Agreement Terms and Conditions each time Customer receives Services from WSECO.