

**TERMS AND CONDITIONS OF AGREEMENT
BETWEEN CLIENT AND SEC, INC.**

(SCHEDULE B)

1. **AUTHORIZATION TO PROCEED.** Client's signing of this Work Order constitutes authorization for SEC to proceed with the described services and also constitutes acknowledgment and ratification of services previously rendered at Client's request to the extent they fall within the scope of services described on the Work Order.
2. **RETAINER.** Before SEC begins rendering services, Client shall pay a retainer in the amount set forth on the Work Order. As the retainer is depleted, additional funds will be requested to replenish the retainer balance. Any credit balance in retainer will be adjusted in the final invoice and any amounts due to the Client will be refunded at that time.
3. **INVOICES.** SEC will submit invoices to Client from time to time as services are provided. Invoices are due and payable upon receipt. Client shall promptly review invoices and notify SEC of any objection thereto; absent such objection in writing within ten (10) days of the date of the invoice, the invoice shall be deemed proper and acceptable.
4. **FEES.** Fees are based either on an estimate, quote, or on a time and material (T&M) basis as so stated on the Work Order. Rates are based on the current SEC Rate Schedule (Schedule A). Client shall pay the costs of all materials and direct expenses such as fees, permits, bond premiums, title company charges, delivery charges, travel, lodging, subsistence, blueprints and reproductions, and all other charges and expenses related to completion of the project not specifically covered by the terms of this agreement. In the event such reimbursable items are paid directly by SEC, then such charges and expenses will be invoiced to the Client at direct cost plus twenty (20) percent for handling. A minimum charge of two hours at current rates will be assessed to each survey job.
5. **LIMITATION OF FEES.** SEC's fees shall be limited to the amount set forth in the Work Order. SEC's estimate of the total fees is not a guarantee that all the described services can be performed for that amount but represents its good faith estimation of the approximate total fees that will be earned, based on the information available at the time. However, should the estimated fee amount be reached prior to the limit of services under this Agreement, SEC can limit its services to that amount. If all the services described are not completed, SEC shall provide Client with a revised estimate and proceed to completion only upon Client's authorization (either written or verbal).
6. **EXTRAS.** Client shall pay for any additional work agreed to be performed by SEC at the request of Client, in addition to those set forth herein. The additional work will be charged as extras based on the current SEC hourly rate schedule.
7. **PAYMENT.** Payment for invoices tendered by SEC, are net due upon receipt of the invoice. In the event any invoice is not paid within thirty (30) days, it shall commence bearing compound interest. Beginning on the date the invoice was rendered, compound interest will be calculated at the rate 1.75% per month, (twenty-one (21) percent per annum -- or such rates as may be maximum interest permissible under applicable law, -- whichever is lower). Client agrees to pay all accrued interest together with the charges for services rendered. SEC reserves the right to terminate work on the project until any amounts outstanding are paid in full.
8. **TERMINATION.** Either party may terminate this Agreement with or without cause, upon ten (10) working days written notice to the other. In the event any invoice submitted under this Agreement or under any other agreement between Client and SEC, is not paid in full within forty-five (45) days after rendering, Client agrees that SEC shall have the right to consider said default a material breach of this Agreement. Client shall have ten (10) days thereafter in which to cure said default. If said default is not cured by Client, SEC shall have the right, in addition to all other available rights and remedies, to terminate this Agreement even if the default is in payment of an invoice submitted under another agreement, and to terminate all other agreements between Client and SEC. Upon early termination, Client shall then promptly pay SEC for all of the fees and charges for all services rendered and costs incurred by SEC to the effective date of termination.
9. **CLIENT RESPONSIBILITIES.** Client shall cooperate with SEC by providing everything reasonably necessary for SEC to be able to provide its services., including but not limited to, all necessary information concerning the project and Clients requirements including design criteria, necessary access to public and private lands, legal accounting, insurance services required for the project, necessary permits, and approval of governmental authorities and other individuals.
10. **OWNERSHIP OF DOCUMENTS.** All documents prepared by SEC pursuant to this Agreement are prepared specifically for use in connection with this project. Originals of all such documents are and remain the property of SEC. SEC shall furnish Client with sufficient copies of such documents for its purposes at associated costs. All such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other work. The Client may use such documents for other purposes without further compensation to SEC; however, any reuse without written verification or adaptation by SEC for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to SEC. Client agrees to indemnify and hold harmless SEC from all claims, damage, losses, and expenses, including attorney's fees, arising out of or resulting from the Client's use of the documents for any purpose other than in connection with this project. Any verification or adaptation of the documents by SEC for other purposes will entitle SEC to further compensation as agreed upon between the parties.
11. **CONSTRUCTION COST ESTIMATES.** SEC has no control over actual project construction costs and estimates of such probable costs represent SEC's good faith estimation only of the approximate, probable cost to construct the project, based on the information available at the time. SEC cannot and does not represent or guarantee that actual project construction costs will not vary substantially from its estimate of probable costs.
12. **ARBITRATION AND LEGAL EXPENSES.** Any controversy of claim relating to this Agreement will be settled by arbitration upon the mutual agreement of the parties. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association in effect at the time of the arbitration, unless the parties mutually agree to conduct such arbitration by a different procedure. Judgment on the award or decision rendered may be entered in any court having jurisdiction over the matter. In the event of any legal action between the parties to enforce any of the terms of this Agreement, the party in whose favor judgment is rendered, shall be paid by the non-successful party, all costs and expenses incurred, including a reasonable attorney's fee.
13. **LIMITATION OF LIABILITY.** SEC's liability to the Client for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
14. **BINDING EFFECT.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. If any of the provisions of this Agreement are declared invalid, such declarations shall not affect the validity of the remainder of this Agreement.
15. **CAPTIONS.** The paragraph captions used in this Agreement are for convenience only; they are not construed as part of this Agreement; and they in no way define, limit or amplify the provision of this Agreement.