

KNOWER TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES

THIS AGREEMENT ("Agreement") is between Knower, LLC (hereinafter "KNOWER") and _____ (hereinafter "CLIENT").

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which KNOWER will furnish goods and/or services to CLIENT;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM

This Agreement shall commence on _____ and shall continue in full force and effect until terminated as provided in Section 8.

SECTION 2. ENGAGEMENT

CLIENT hereby engages KNOWER and KNOWER hereby accepts engagement by CLIENT subject to the terms and conditions contained in this Agreement. KNOWER will for all purposes be deemed an independent contractor and will not be deemed an agent or employee of CLIENT. KNOWER and CLIENT do not intend to create a joint venture, partnership or other relationship, which might impose a fiduciary obligation on KNOWER or CLIENT in the performance of this Agreement.

All goods and/or services provided by KNOWER to CLIENT during the term of this Agreement are subject to the terms and conditions of this Agreement. The scope of CLIENT's engagement of KNOWER is set forth (1) in Addendum "A" to this Agreement; (2) in any quotes for goods and/or services provided by KNOWER to CLIENT dated on or after the date of this Agreement that are accepted by Client, and/or (3) in any purchase orders for goods and/or services provided by CLIENT to KNOWER dated on or after the date of this Agreement that are accepted by KNOWER. Said Addendum "A," accepted quotes, and/or accepted purchase orders are referred to herein as the "Engagement Documents."

SECTION 3. OBLIGATIONS OF KNOWER

Throughout the term of this Agreement, KNOWER agrees to use KNOWER's best efforts and due diligence to perform for CLIENT the services as outlined in the Engagement Documents. KNOWER shall set its own general hours of work and shall provide its own equipment to perform its services hereunder, the CLIENT being interested only in KNOWER's timely and full completion of tasks assigned. KNOWER may engage in work for other clients during the term of this Agreement without the consent of CLIENT. The goods and/or services provided by KNOWER pursuant to this Agreement shall be limited exclusively to those goods and/or services identified in the Engagement Documents. KNOWER does not assume any responsibility and/or liability for the failure to provide any other goods and/or services not identified in the Engagement Documents. Modifications, additions or deletions to or from the scope referenced in the Engagement Documents shall only be effective if evidenced in writing and signed by KNOWER. Unless otherwise identified, all shipments are F.O.B. KNOWER's warehouse and the title to and all risk of loss with respect to any goods shipped shall pass to CLIENT when such goods are delivered to the carrier at KNOWER's warehouse. KNOWER will use its best efforts to affect delivery by any date or dates specified. However, KNOWER shall not be liable for delay in or failure to make shipment, or to perform services, by any identified date for any reason whatsoever, including but not limited to, causes beyond its reasonable control, such as strikes, fires, floods, epidemics, quarantines, restrictions, severe weather, embargos, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.

SECTION 4. OBLIGATIONS OF CLIENT

4.01. Delivery Site and Time for Performance. KNOWER and CLIENT agree that time is of the essence and that CLIENT shall fully cooperate with KNOWER in order to allow KNOWER full access to prosecute its work diligently and in an orderly manner. CLIENT shall assist KNOWER in every way possible to avoid delaying, disrupting or interfering with the progress of KNOWER's work at the project site. In the event KNOWER's work is delayed, hindered, suspended, disrupted, re-sequenced or interfered with or rendered less efficient or more costly or adversely affected in any way as a result of acts or omissions of CLIENT or other contractors or employees of CLIENT or by any other reason beyond KNOWER's control and without the fault of KNOWER, then, in such event, CLIENT shall be liable to KNOWER for any damages, additional costs, expenses, labor, materials, man hours, acceleration costs, overtime, additional jobsite overhead, extended home office overhead, and any and all other direct and indirect expenses of whatsoever nature or kind, caused in whole or in part, as a result of any of the above-referenced occurrences. KNOWER's project records will be the basis for computing the additional costs and damages of KNOWER's labor, materials, expenses and overhead related to such changes. CLIENT WARRANTS THAT THE SITE FOR DELIVERY OR INSTALLATION OF ANY GOODS AND/OR FOR THE PERFORMANCE OF ANY SERVICES SHALL BE READY AND ADEQUATE FOR KNOWER'S DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES AND THAT KNOWER SHALL HAVE FULL ACCESS THERETO, FREE OF ALL OBSTRUCTIONS. CLIENT SHALL ASSUME ALL EXTRA COSTS ASSOCIATED WITH KNOWER'S INABILITY TO INSTALL ANY GOODS OR PERFORM ANY SERVICES AS A RESULT OF CLIENT'S FAILURE TO COMPLY WITH THIS PROVISION. KNOWER MAY CHOOSE NOT INSPECT THE SITE PRIOR TO DELIVERY AND/OR INSTALLATION OF GOODS AND/OR PERFORMANCE OF SERVICES AND MAKES NO WARRANTY AS TO THE SUFFICIENCY OF THE SITE FOR THE DELIVERY AND/OR INSTALLATION OF GOODS AND/OR THE PERFORMANCE OF SERVICES AT SUCH SITE. Notwithstanding any work or activity performed by any employee of CLIENT relating to CLIENT's purchase of goods and/or services from KNOWER, including CLIENT's employees assisting KNOWER in connection therewith, employees of CLIENT shall be deemed to be working solely for, on behalf of, and under the control of CLIENT at all times and employees of KNOWER shall be deemed to be working solely for, on behalf of, and under the control of KNOWER at all times; consequently, under no circumstances shall an employee of one party be deemed to be an employee of or acting on behalf of the other party including, but not limited to, with respect to worker's compensation or tort claims.

4.02. Inspection/Acceptance. All goods and services ordered shall be subject to inspection by CLIENT after delivery or performance to determine conformity with the Agreement and KNOWER's advertised or published specifications. CLIENT shall have a period of thirty (30) days from shipment of goods within which to inspect the goods for conformity with the Agreement, order and/or KNOWER's advertised and published specifications and to provide KNOWER with written notice of any discrepancy or rejection. CLIENT shall have a period of thirty (30) days following completion of any services within which to inspect the services for conformity with the Agreement and/or KNOWER's advertised and published specifications and to provide KNOWER with written notice of any discrepancy or rejection. If the goods delivered or services performed do not so conform, upon delivery of notice to KNOWER of any discrepancy, nonconformance or rejection, KNOWER shall have sixty (60) days to cure the alleged discrepancy and/or

nonconformance. If KNOWER fails to cure in this time period, CLIENT shall have the right to reject such goods or services. After the cure period, goods that have been delivered and rejected, in whole or in part, shall be returned to KNOWER. CLIENT shall notify KNOWER and arrange for the return of the goods as required. Should such non-conforming services be rejected KNOWER shall, at its sole cost, re-perform the non-conforming services. Inspection or failure to inspect on any occasion shall not affect CLIENT's rights under the warranty provisions herein at Section 5.

4.03. Billing and Payment Terms. KNOWER shall invoice CLIENT for all goods and/or services as same are rendered at the address listed in Section 9. Payments for all goods and/or services shall be due thirty (30) days from the date of the invoice. Late payments are subject to a late fee of 5% of the total invoice amount. Recurring late payments may lead to a deposit requirement on future services or sale of goods. CLIENT shall be liable to KNOWER for any and all fees and expenses incurred by KNOWER to collect any invoices or to enforce this Agreement, including but not limited to, attorney's fees.

4.04. Abandoned Equipment. KNOWER requires that CLIENT promptly pick up or provide shipment instructions for CLIENT equipment or other CLIENT property in KNOWER's possession. If equipment or other CLIENT property is left with KNOWER and not picked up within six (6) months after KNOWER's final action related to the applicable property (e.g. evaluation, teardown, estimate, completion of services), KNOWER will consider such property abandoned and may dispose of it in accordance with applicable law. CLIENT agrees to hold KNOWER harmless for any damage or claim for such abandoned property and acknowledges that KNOWER may discard or recycle it at KNOWER's sole and absolute discretion. Specifically, KNOWER may sell CLIENT's abandoned property at a private or public sale and retain the proceeds to offset KNOWER's storage, inspection and servicing costs. For the avoidance of doubt, KNOWER reserves its statutory and other lawful liens for unpaid charges related to abandoned property.

SECTION 5. WARRANTIES

KNOWER warrants that all goods shall conform in all material aspects to the goods identified in the Engagement Documents, and KNOWER makes to CLIENT the manufacturer's express warranty for any goods sold to CLIENT, which is offered by the manufacturer at the time of acceptance of any quotation by CLIENT. This warranty is conditioned upon the installation, operation, and maintenance of the goods in accordance with the manufacturer's recommendations and/or standard industry practice and the goods at all times being operated or used under normal operating conditions for which they were designed. KNOWER, at its sole option, will repair or replace any defective or non-conforming goods in accordance with the applicable manufacturer's warranty. Warranty for any defective or incorrect parts is limited to the repair or replacement of those parts. KNOWER warrants that all services will conform in all material respects to the description of services identified in the Engagement Documents and will be performed in a good and workmanlike manner in accordance with industry practices and standards. Should the services be reasonably rejected or not conform with the foregoing warranties, KNOWER shall, at its sole cost, re-perform the defective or nonconforming services. Notwithstanding the foregoing, these warranties do not extend to goods or services to the extent that such goods have been subject to misuse, neglect or abuse not caused by KNOWER or have been used in violation of the approved written instructions furnished to CLIENT. THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY KONWER WITH RESPECT TO ALL GOODS SOLD AND IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED. KONWER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. CLIENT WAIVES ANY CLAIM THAT THESE EXCLUSIONS OR LIMITATIONS DEPRIVE IT OF AN ADEQUATE REMEDY AT EQUITY OR LAW OR CAUSE THIS AGREEMENT TO FAIL IN ITS ESSENTIAL PURPOSE. CLIENT SHALL BE ENTITLED TO NO OTHER REMEDY OTHER THAN AS SET FORTH HEREIN, REGARDLESS OF THE CLAIM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, GOODS LIABILITY, STRICT LIABILITY OR OTHERWISE.

SECTION 6. LIMITATION OF DAMAGES AND INDEMNITY

KNOWER SHALL HAVE NO LIABILITY TO CLIENT WITH RESPECT TO THE SALE OR DELIVERY OF ANY GOODS OR THE REPAIR THEREOF OR WITH RESPECT TO THE SALE OR PERFORMANCE OF ANY SERVICES, FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHETHER ARISING IN CONTRACT, TORT, GOODS LIABILITY OR OTHERWISE, EVEN IF KNOWER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. KNOWER SHALL NOT BE LIABLE FOR ANY DAMAGES OR DELAYS CAUSED BY ANY FAILURE TO MAKE ANY DELIVERY OF GOODS BY ANY EXPECTED TIME OR DATE OR THE FAILURE TO PROVIDE OR COMPLETE ANY SERVICES BY ANY EXPECTED DATE OR TIME. IN NO EVENT SHALL KNOWER BE LIABLE TO CLIENT FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID FOR ALL GOODS AND/OR SERVICES HEREUNDER OR REFERENCED IN ANY QUOTATION OR THE PURCHASE ORDER. CLIENT WILL HOLD HARMLESS AND INDEMNIFY KNOWER FOR ANY LOSS, COST, EXPENSE OR LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF ANY WORK OR ACTIVITY PERFORMED BY ANY EMPLOYEE OF CLIENT RELATING TO CLIENT'S PURCHASE OF GOODS AND/OR SERVICES FROM KNOWER, INCLUDING CLIENT'S EMPLOYEES ASSISTING KONWER IN CONNECTION THEREWITH, EXCEPT FOR KNOWER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 7. CONFIDENTIALITY

7.01. CLIENT's Confidential Property.

Except in the course of rendering the services contemplated by this Agreement, KNOWER shall not disclose or cause to be disclosed to any third party (other than its employees, consultants and contractors rendering services or providing facilities or materials in connection with KNOWER's services to CLIENT) any information of any type that is secret, concerns CLIENT's business and is not otherwise known outside of CLIENT or its affiliates, including, but not limited to, such information contained in timetables, projections, information and operation methods, specifications, know-how, techniques, manuals and the like, both written and unwritten ("Confidential Property") which may be given or shown to KNOWER or to which KNOWER may be granted access by CLIENT or its affiliates. Confidential Property shall not include anything which (i) is a matter of public information; (ii) is information previously known to KNOWER which was not obtained from CLIENT or in any improper manner; (iii) is information now in the public domain or which subsequently enters the public domain not as the result of KNOWER's action or inaction; or (iv) is information subsequently made available to a third party under no duty to CLIENT to preserve its confidentiality. KNOWER agrees to take all reasonable measures to avoid any wrongful disclosures, and to exercise no less than the standard of care KNOWER uses to safeguard its own trade secrets and other of its own Confidential Property. KNOWER shall advise each of its employees, consultants and contractors working on any of CLIENT's matters as to this

obligation and shall use reasonable efforts to have them agree to comply with the requirements set forth in this paragraph.

7.02. KNOWER's Confidential Property.

KNOWER considers any information of any type that is secret, concerns KNOWER's business, and is not otherwise known outside of KNOWER or its subsidiaries or affiliates, including, but not limited to, information contained in timetables, projections, information and operation methods, specifications, know-how, financial information, strategies, techniques, methodologies, manuals and the like, both written and unwritten, to be its Confidential Property. CLIENT agrees to hold such Confidential Property in confidence, to take all reasonable measure to avoid any wrongful disclosures, and to exercise no less than the standard of care CLIENT uses to safeguard its own trade secrets and other of its own Confidential Property. CLIENT shall advise each of its employees, consultants and contractors working on any matters relating to KNOWER as to this obligation and shall use reasonable efforts to have them agree to comply with the requirements set forth in this paragraph.

SECTION 8. TERMINATION

8.01. Expiration of Agreement. This Agreement shall continue in full force and effect until terminated as provided for herein.

8.02. Termination on Notice. This Agreement may be terminated upon written notice by either KNOWER or CLIENT.

8.03. Termination for Lack of Payment. If CLIENT fails to meet its obligations of payment, KNOWER may at its election terminate this Agreement with or without notice to CLIENT.

8.04. Effect of Termination on CLIENT's Payment Obligations. Termination of this Agreement shall not impact CLIENT's payment obligations to KNOWER.

SECTION 9. NOTICES

All notices, requests, demands and other communication given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

To KNOWER:

Knower, LLC
Attn. Ben Buffington
7030 Ryburn Dr.
Millington, TN 38053

To CLIENT:

[insert address]

SECTION 10. SURVIVABILITY

If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

SECTION 11. FORCE MAJEURE.

Neither party shall be responsible for any delay or failure in performance to the extent that such delays or failures are caused by fire, flood, earth quake, explosion, war, embargo, government requirement, civil or military authority, acts of God, or any other circumstances beyond its reasonable control and not involving any fault or negligence on the party affected ("Condition"). If any such Condition occurs, the party delayed or unable to perform shall promptly give written notice to the other party and, if such Condition remains at the end of thirty (30) days, the party affected by the other party's delay and inability to perform may elect to (i) terminate such order or part thereof, or (ii) suspend the order for the duration of the Condition, if the CLIENT is the suspending party, buy elsewhere comparable material to be sold under the order and apply to any commitment the purchase price of such purchase, and resume performance of the order once the Condition ceases, with an option in the affected party to extend the period of this order up to the length of the time the Condition endures.

SECTION 12. WAIVER

The waiver of any breach of any provision under this Agreement by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach under this Agreement. Any waiver by KNOWER will only be in writing and will waive no succeeding breach of a term, right or condition.

SECTION 13. NO INDIVIDUAL LIABILITY.

Notwithstanding any other agreement to the contrary, the CLIENT agrees that in no event will the CLIENT hold any KNOWER owner, director, officer or employee personally liable for unintentional tortious conduct or conduct that constitutes the breach of any contract between KNOWER and the CLIENT, even if the KNOWER owner, director, officer or employee is or could be construed to be a party to such contract.

SECTION 14. GENERAL PROVISIONS

14.01. No Assignment of Obligations.

The rights and obligations of the parties shall neither be assigned nor delegated without the prior written consent of the other party. However, any party may assign or delegate its respective rights and obligations, in whole or in part, (i) to any subsidiary, (ii) pursuant to other financing, merger or reorganization or (iii) pursuant to any sale or transfer of substantially all of the assets of the assigning party. This Agreement shall bind the heirs, successors and assigns of the parties hereto.

14.02. Modifications. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party to be bound.

14.03. Joint Drafting and Neutral Construction. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the

Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties.

14.04. Entire Agreement. This Agreement, including Addendum “A”, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged.

14.05. Venue and Applicable Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Tennessee, and the Parties submit to the jurisdiction of and venue in the State of Tennessee, County of Shelby in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

14.06. Authority to Sign. Each of the persons executing this Agreement has been empowered and authorized to do so, and no further consents or approvals are required.

14.07. Counterparts. This Agreement may be executed in two counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original thereof.

AGREEMENT AND ACCEPTANCE

I understand and agree to the terms and conditions set forth in this Agreement and Addendum “A” to this Agreement.

Knower, LLC

[insert CLIENT’s name]

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Addendum “A”
To
Agreement Between Knower, LLC (“KNOWER”) and _____ (“CLIENT”)**

Services to be provided by KNOWER:

- Consulting/advisory services at \$_____ per hour.

AGREEMENT AND ACCEPTANCE

I understand and agree to the terms and conditions set forth in this Addendum.

Knower, LLC

[insert CLIENT’s name]

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____