

CERTIFIED-ENVIRONMENTAL.com INC.

A California Corporation



Consulting Services Agreement

Effective as of January 1, 2017, we have updated this Consulting Services Agreement.

This CONSULTING SERVICES AGREEMENT (“Agreement”) is by and between Certified-Environmental, Inc., with a principal place of business at P.O. Box 1754 Morgan Hill, CA 95038 (“Certified-Environmental”) and the party to accept this Agreement or executing any Statement of Work (“SOW”) referencing this Agreement (“Subscriber,” and together with Certified-Environmental, the “Parties”), and constitutes a binding agreement among the Parties. By accepting this Agreement or executing any SOW, Subscriber agrees to be bound by the terms of this Agreement. This Agreement shall be effective on the date on which both Parties execute an SOW (the “Effective Date”).

If an individual is entering into this Agreement on behalf of a company, organization or another legal entity (an “Entity”), such individual is agreeing to this Agreement for that Entity and representing to Certified-Environmental that such individual has the authority to bind such Entity and its affiliates to these Terms, in which case the term “Subscriber” as used herein will refer to such Entity and its affiliates.

1. Scope. All services pursuant to this Agreement provided by Certified-Environmental to Subscriber will be outlined in one or more in one or more mutually agreed-upon and jointly executed SOW or service order form, each incorporated into this Agreement and describing in detail the scope, nature and other relevant characteristics of services to be delivered (collectively, “Consulting Services,”). All terms not defined herein shall have the meaning ascribed to them in the Terms of Service, including but not limited to any reference to the “Service”.

2. Retention. Subscriber hereby retains Certified-Environmental to provide the Consulting Services described in the SOW, subject to the terms and conditions set forth in this Agreement. The terms and conditions of this Agreement will govern the provision of Consulting Services under any SOW executed by the Parties.

3. Performance of Consulting Services.

3.1. The Parties will each designate a representative to interface and facilitate the successful completion of the Consulting Services (“Subscriber’s Representative” and “Certified-Environmental Representative”, respectively). Any Subcontractor (defined below) designated by Certified-Environmental to perform any portion of the Consulting Services will designate a representative to interface with Subscriber and Certified-Environmental on all matters relating to Subcontractor’s performance of Consulting Services (“Subcontractor’s Representative”).

3.2. Certified-Environmental will perform the Consulting Services, directly or through a Subcontractor of its choice. Subscriber agrees to provide, at no cost to Certified-Environmental, timely and adequate assistance and other resources reasonably requested by Certified-Environmental to enable the performance of the Consulting Services (collectively, “Assistance”). Neither Certified-Environmental, nor its Subcontractors will be liable for any deficiency in performance of Consulting Services to the extent resulting from any acts or omissions of Subscriber, including but not limited to, Subscriber’s failure to provide Assistance as required hereunder.

3.3. In performing the Consulting Services, Certified-Environmental will provide such resources, and utilize such qualified employees and/or non-employee contractors of Certified-Environmental (“Subcontractors” and together with Certified-Environmental employees, “Personnel”) as it deems necessary to perform the Consulting Services or any portion thereof. Subscriber may object to Certified-Environmental election of Subcontractors by specifying its objection to Certified-Environmental, in which case the Parties will cooperate in good faith to appoint another Subcontractor to perform such Consulting Services. Certified-Environmental may replace Personnel in its normal course of business, provided that Certified-Environmental will be responsible for the performance of Consulting Services by all Personnel.

3.4. Certified-Environmental will control the method and manner of performing all work necessary for completion of Consulting Services, including but not limited to the supervision and control of any Personnel performing Consulting Services. Certified-Environmental will maintain such number of qualified Personnel and appropriate facilities and other resources sufficient to perform Certified-Environmental obligations under this Agreement in accordance with its terms.

4. Fees; Payment Terms.

4.1. Subscriber will pay Certified-Environmental the fees to provide the Consulting Services as detailed or described in a SOW (the “Fees”). Unless agreed upon otherwise in the applicable SOW, Certified-Environmental shall invoice Subscriber for the Services provided on a monthly basis. All Fees are due and payable upon date of invoice, except for Fees that Subscriber disputes in good faith for reasons articulated in writing by Subscriber within thirty (30) days after receiving such invoice.

4.2. All Consulting Services will be provided on either a time and materials or fixed-fee basis, as indicated in the applicable SOW. Each SOW providing for time and materials based Fees will contain a detailed estimate of such time and materials necessary for performance of Consulting Services (“T&M Estimate”). Certified-Environmental will make a commercially reasonable effort to provide such Consulting Services within such T&M Estimate, up to the number of hours agreed to by the Parties. Certified-Environmental will make a reasonable effort to notify

Subscriber as soon as practicable if it appears that T&M Estimate may be exceeded. Upon receiving such amended T&M Estimate, Subscriber will assess, and accept or reject the amended T&M Estimate.

4.3. The performance of Consulting Services will be subject to a retainer to be paid in advance by Subscriber upon execution and delivery of the SOW. Such retainer will be applied against Fees which become payable by Subscriber pursuant to this Agreement. Certified-Environmental may refuse to perform Consulting Services unless and until such retainer is paid to Certified-Environmental.

4.4. In addition to any and all Fees, Subscriber will reimburse Certified-Environmental for any reasonable Consulting Services (“Expenses”). Certified-Environmental will provide reasonable documentation for all Expenses as requested by Subscriber. Subscriber shall reimburse Certified-Environmental for Expenses within thirty (30) days of submission of the Expenses to Subscriber by Certified-Environmental.

5. Relationship of the Parties. Certified-Environmental is an independent contractor and will maintain complete control of and responsibility for its Personnel, methods and operations. Certified-Environmental at no time will hold itself out as an agent, subsidiary or affiliate of Subscriber for any purpose, including reporting to any government authority. This Agreement will not be construed so as to create a partnership, other joint venture or undertaking, or any agency relationship between the Parties, and neither Party shall become liable for any representation, act or omission of the other Party or have the authority to contractually bind the other Party.

6. Term and Termination.

6.1. This Agreement will commence on the Effective Date and will remain effective for as long as any SOW is in effect among the Parties.

6.2. This Agreement may be terminated by either party with or without cause upon no less than thirty (30) days advance written notice to the other Party.

7. Warranties, Limitation of Liability.

7.1. Certified-Environmental hereby represents and warrants that:

(a) it has all authority, licenses, permits, and consents necessary to enter into and perform its obligations under this Agreement, and will fully comply with all applicable laws and regulations in performing the Consulting Services;

(b) the Consulting Services provided pursuant to this Agreement will be performed in a timely and professional manner by Certified-Environmental and its Personnel, consistent with generally-accepted industry standards.

(c) it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or, to its best knowledge, which will interfere with its performance of the Consulting Services.

8. Confidentiality.

8.1. For the purposes of this Agreement, "Confidential Information" means all information disclosed by Certified-Environmental to Subscriber or by Subscriber to Certified-Environmental which is in tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms; (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (e) constitutes Subscriber's Service Data (as that term is defined in the Terms of Service), the use, protection and disclosure of which is governed exclusively by the Terms of Service.

8.2. Notwithstanding the foregoing, this Agreement shall not prevent the party receiving Confidential Information from disclosing such Confidential Information to the extent required by a judicial order or other legal obligation, provided that, in such event, the receiving party shall promptly notify the disclosing party of such requirement to allow intervention (and shall cooperate with the disclosing party at the disclosing party's expense) to contest or minimize the scope of the disclosure (including application for a protective order).

9. Entire Agreement. This Agreement thereto constitutes the complete and exclusive statement of the agreement among the Parties with respect to the Consulting Services to be provided pursuant to this Agreement (to be supplemented by the SOW), and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties concerning its subject matter.

10. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. No change, modification or waiver to this Agreement will be effective unless in writing and signed by both Parties.

Statement of Work (“SOW”)

Retainer.....\$300

Hourly consult work..... (Phone) \$150

**Hourly consult work..... (Project on- site)
\$300 + Mileage**



CONFIDENTIAL