

PROFESSIONAL SERVICES CONTRACT

This Service Contract, including any and all Engagement Agreements, articles and addendums attached (collectively, this “Agreement”), is entered into effect as of the date of last signature set forth in the signature section on the last page of this document,

Between:

STRATEGIC MANUFACTURING SOLUTIONS LLC, a Michigan limited liability company (the “Service Provider”), having a place of business at:

2222 West Grand River Ave, Suite A
Okemos, MI 48864

And:

_____, a State of _____ (“Client”), having a place of business at:

Street Address

City

State

Zip Code

Country

Email Address

Taxpayer ID#

Service Provider and Client are referenced herein individually as the “Party” and collectively together as the “Parties”.

FRAMEWORK

The Client desires to engage the Service Provider to provide certain Services to the Client and/or the Client’s Clients upon the terms and conditions described in this Agreement. The Service Provider desires to enter a contract for Services to be provided, and the Service Provider desires to make its Services available to the Client. Both the Service Provider and the Client are willing to undertake such obligations upon the terms and conditions described in this Agreement.

GENERAL PROVISIONS

1. Description of Services.

- 1.1. Client engages Service Provider to perform professional Services (“Services”) as specifically detailed in one or more Engagement Agreements entered between the Parties in the form identified as Article 1 attached. Engagement Agreements hereby incorporate the provisions of this Agreement.
- 1.2. Each Engagement Agreement will constitute a separate Agreement with respect to the Services provided. In the event of a conflict between any term or condition of an Engagement Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement take precedence, except as specifically amended for an individual Engagement Agreement with precise reference to the amended provision of this Agreement.
- 1.3. The Parties representative, as listed on the Engagement Agreement, shall be available on a reasonable and regular basis during regular business hours through the term of the Engagement Agreement.
- 1.4. Service Provider must provide qualified Personnel consisting of agents, employees, and third-party subcontractors, engaged or appointed by the Service Provider (the “Personnel”) to perform Services at its best efforts.
 - 1.4.1. As it relates to this Agreement and all Engagement Agreements, articles, and addendums, Personnel also include officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, successors, and assigns.
 - 1.4.2. Service Provider represents that the Personnel assigned to Engagement Agreements possess expertise in the Description of Services listed for each Engagement Agreement.
 - 1.4.3. If Client notifies Service Provider of dissatisfaction with any of Service Provider’s Personnel, Service Provider will replace assigned Personnel with another Personnel.

- 1.4.3.1. After two such replacements of Personnel, Client may terminate the applicable Engagement Agreement immediately upon providing Service Provider written Notice.
- 1.5. Service Provider will adhere to all following strategies, policies, procedures, and protocols of the Client and its Clients without limitation, including:
 - 1.5.1. Will use Client business contracts, forms, reports, and standard documents if requested to do so.
 - 1.5.2. Promote and execute Client and Client's Client policies and procedures, including but not limited to safety, quality, code of conduct, and shop floor protocols.
- 1.6. The Client shall not control the manner or means by which the Service Provider performs the Services, provided that Service Provider shall provide the Services in a professional manner and in a manner that meets any requirements set forth in the applicable Engagement Agreement.
- 1.7. Client acknowledges and agrees the nature of the Services is advisory only and the Client is solely responsible for making any decisions or taking any course of action based on such advice.
- 1.8. Customer will not require, request, or permit Personnel to operate any vehicles, equipment, machines or the like in connection with the performance of the Services.
- 1.9. Service Provider shall inform the Client of any existing or potential delays, performance issues, or requested changes in scope, methodology, presentation, or output related to the Engagement Agreement that could impact the success of the Engagement Agreement or would breach the Engagement Agreement.
- 1.10. Service Provider will verify legal employment of all Personnel assigned to Engagement Agreements in accordance with all Federal, state, and local Laws.

2. Fees

- 2.1. Each Engagement Agreement shall define the Fees for the Services provided under that Engagement Agreement. These fees will constitute full compensation for the Services and the rights granted to the Client in this Agreement and each Engagement Agreement.

3. Terms of Payment

- 3.1. The Service Provider agrees to provide the Client with an invoice in accordance with the invoice schedule set forth in each Engagement Agreement.
- 3.2. The Client shall pay all undisputed Fees within thirty (30) days after the Client's receipt of an invoice submitted by Service Provider.
 - 3.2.1. If Client has a dispute with respect to an invoiced amount, it will notify Service Provider of the disputed amount and the reasons for such dispute within seven (7) days from receipt of invoice.
 - 3.2.2. The Parties will use good faith efforts to resolve any such dispute within ten (10) days of Notice of dispute.
 - 3.2.3. Payment received by Service Provider more than thirty (30) days after the date of the invoice will bear interest at a rate of three percent (3 %) per month
- 3.3. Service Provider, in its sole and absolute discretion, will determine Client's credit rating and credit line.

4. Method of Payment

- 4.1. All invoices are to be paid by direct bank transfer to the account specified by the Service Provider.

5. Expenses

- 5.1. The Client is responsible for reimbursement of all expenses incurred while performing Services under this Agreement. This includes license fees, memberships, dues, travel expenses, and meals.

6. Materials, Equipment, and Office Space

- 6.1. Service Provider shall furnish, at its own expense, the following equipment, materials, and office space, to perform the Services unless specified otherwise in an Engagement Agreement or Addendum:
 - 6.1.1. functioning laptop(s) with Microsoft Office suite of software
 - 6.1.2. cell phone, or similar device with text, voice, and data capability as well as ability to use business collaboration applications such as zoom, Teams, WebEx, and Google Meet
 - 6.1.3. the following personal protective equipment for all Service Provider's Personnel: safety shoes, safety glasses, and safety vests.
- 6.2. Client shall furnish, at its own expense, the following equipment, materials, and office space, to perform the Services unless specified otherwise in an Engagement Agreement or Addendum:
 - 6.2.1. Additional software required to perform services
 - 6.2.2. Any personal protective equipment not specified above
 - 6.2.3. Office space, including furniture, suitable for performing Services.
 - 6.2.4. Wifi and computer systems access needed for performing Services.
- 6.3. Service Provider will have access to the premises and equipment of the Client and the Client's Clients to the extent necessary to performance Services. While on the premises of the Client or Client's Clients and/or using the equipment of the Client or a Client's Client, Service Provider shall comply with all applicable

policies of the Client and its Clients relating to business and office conduct, health and safety, and use of facilities, supplies, information technology, equipment, networks, and other resources.

7. Independent Contractor Status

- 7.1. Service Provider is an independent contractor, and neither Client nor Service Provider's Personnel are, or will be deemed, an agent, partner, employee, or joint venture of the Client.
- 7.2. Service Provider has the right to perform Services for others during the term of this Agreement.
- 7.3. Service Provider has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement.
- 7.4. Nothing in this Agreement will prevent the Client from retaining the Services of other persons or entities undertaking the same or similar Services as those undertaken by the Service Provider.
- 7.5. Neither Party is not and shall not represent itself, its authorized representatives, or subcontractors to be an agent of the other Party unless a specific, written authorization to do so has been provided in advance by the other Party.
- 7.6. Personnel employed by, or acting under the authority of, a Party to this Agreement are not employees or agents of the other Party.
- 7.7. The Service Provider agrees that the Client may provide the Service Provider with business cards, email addresses, logos, merchandise, and/or access to systems/databases to facilitate projects with Client's Clients.

8. Federal, State, and Local Taxes

- 8.1. Client will not:
 - 8.1.1. withhold FICA, Social Security, and/or Medicare taxes from payments to Service Provider or make FICA payments on Service Provider's behalf.
 - 8.1.2. Make state or federal unemployment compensation contributions on Service Provider's behalf
 - 8.1.3. withhold federal, state, or local income tax from payments to Service Provider
- 8.2. Client will pay all taxes will pay all license fees, sales, use, service use, occupation, retailer's occupation, VAT personal property and excise taxes and any other fees, assessments or taxes, other than those described in 9.1 above, which may be assessed or levied by any national, state or local government and any departments or subdivisions thereof, as a result of the performance of the Agreement or against any of the Services ordered by Customer.
- 8.3. Except for the amount, if any, of national, Federal, state, provincial, or local taxes stated in the applicable Engagement Agreement, the prices set forth in this Agreement are exclusive of any amount for Federal, state or local excise, sales, use, personal property, or similar taxes. If any such taxes are determined to be applicable to any transaction related to the Agreement, or if Service Provider is required to pay or bear the burden of such taxes, the prices set forth herein will be increased by the amount of such taxes and any interest or penalty thereon, and Client will pay to Service Provider the full amount of any such increase in accordance with the Terms of Payment described in this Agreement.

9. Workers Compensation

- 9.1. Client will not obtain workers' compensation insurance on behalf of Contract Service Provider or its Personnel.
- 9.2. Service Provider will provide its Personnel with workers' compensation insurance to the extent required by law.

10. Unemployment Compensation

- 10.1. Client will not make federal, state, or local unemployment compensation payments on behalf of Service Provider or its Personnel.
- 10.2. Service Provider will not be entitled to unemployment compensation benefits in connection with work performed under this Agreement.

11. Insurance.

- 11.1. The Parties will maintain adequate insurance in full force and effect against any liability arising in any way out of this Agreement with insurance companies holding an AM Best's Insurance Rating of A- of better.
- 11.2. Service Provider, at its sole discretion, may satisfy any or all of these requirements through any self-insurance mechanism allowable by law.

12. Terms of Agreement

- 12.1. This Agreement will become effective on the date of last signature set forth in the signature section on the last page of this document and will remain in effect until the date a Party terminates the Agreement as provided below.

- 12.2. The terms of this Agreement will apply regardless of whether or not Client references the Agreement on the face of a purchase order.
- 12.3. In the event of a conflict between this Agreement and the terms printed on the face of any purchase order issued by Client, the terms of this Agreement will prevail.

13. Terminating the Agreement

- 13.1. Either party may terminate this Agreement without cause, by providing the other party with written Notice, at least 30 days in advance.
- 13.2. Either Party may terminate this Agreement for cause and immediate effect, based on any of the following reasons:
- 13.2.1. breach by the other Party of any of its representations, warranties, or obligations under this Agreement and failure to cure such breach within thirty (30) days after receipt of written notice of the breach
- 13.2.2. the other Party files a petition in bankruptcy, is adjudicated as bankrupt, makes a general assignment for the benefit of creditors, or has a receiver appointed with respect to its assets.
- 13.3. This Agreement may be terminated by the Service Provider with cause and immediate effect, at any time, based on any of the following reasons:
- 13.3.1. Client fails to pay undisputed sums after receipt of a fifteen (15) day written cure notice from Service Provider setting forth in sufficient detail Service Provider's claim for payment. This right to terminate will not exist if Client disputes a payment obligation in good faith.
- 13.4. Following termination of this Agreement by either Party, Client will pay Service Provider all outstanding fees and expenses for Services performed through the effective date of termination.
- 13.5. Following termination of this Agreement, both Parties will deliver within a reasonable time, at their own expense, to the other Party:
- 13.5.1. all property owned by the other Party;
- 13.5.2. all materials and documents that contains the other Party's confidential and proprietary information

14. Exclusive Agreement Understanding

- 14.1. This Agreement, including any mutually agreed Engagement Agreements, articles and addendums, is the entire Agreement and understanding of the Parties.
- 14.2. This Agreement supersedes all prior Agreements, arrangements and understandings related to the subject matter included in this Agreement.

15. Modifying the Agreement

- 15.1. This Agreement and all Engagement Agreements may be modified only by a written Agreement signed by both Parties. The Parties will have no obligation to comply with any change until the Parties have agreed to the change in writing.

16. Confidentiality

- 16.1. The Parties acknowledge that it will be necessary for the Parties to disclose certain confidential and proprietary information to the other Party in order for Service Provider to perform duties under this Agreement.
- 16.2. Neither Party will not disclose or use, either during or after the term of this Agreement, any confidential or proprietary information of the other Party without the other Party's prior written permission in each instance, except to the extent necessary to perform Services under this Agreement.
- 16.3. Confidential or proprietary information includes:
- 16.3.1. the written, printed, graphic, machine readable, or electronically recorded materials furnished by the other Party.
- 16.3.2. business or marketing plans or strategies, status of third Party relationships, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, sales forecasts, financial results, Services, current clients, prospective clients, and pricing information
- 16.3.3. information belonging to Client's Clients and suppliers of the Client about which Service Provider gained knowledge as a result of Service Provider's Services to the Client
- 16.3.4. any written or tangible information stamped "confidential," "proprietary," or with a similar identifier.
- 16.3.5. any information that either Party makes reasonable efforts to maintain the secrecy of.

- 16.3.6. This Agreement, all Engagement Agreements, and any disputes relating to either this Agreement or any Engagement Agreements.
 - 16.3.6.1. Terms, materials, or communications related to this Agreement
 - 16.3.6.2. prices, general business, financial or technical information, products, Services
- 16.4. The Parties will not be restricted in using any material which is publicly available, already in the Parties possession prior to commencement of Service Provider's provision of Services to Client, known to Service Provider without restriction, or is rightfully obtained by Service Provider from sources other than Client.
- 16.5. Any confidential or proprietary information created or developed by the Parties in connection with the Services provided under this Agreement shall be subject to the terms and conditions of this section.
- 16.6. Each Party shall provide immediate notice to the other Party in the event the Party becomes aware of any loss or disclosure of any confidential or proprietary information.
- 16.7. Nothing herein shall be construed to prevent disclosure of confidential or proprietary information as may be required by applicable Law, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such Law or order.
 - 16.7.1. The Parties agrees to provide written Notice of any such order to the other Party within one (1) business day of receiving such order and sufficiently in advance of making any disclosure to permit the other Party to contest the order or seek confidentiality protections, as determined in the other Party's sole discretion.
- 16.8. The Parties confidential and proprietary information will only be disclosed to the Party's Personnel who had a need to know of the confidential and proprietary information.
 - 16.8.1. The Party's Personnel have an obligation to comply with the terms of Confidentiality.
 - 16.8.2. The Parties agrees they will take all reasonable measures to protect the secrecy of and avoid disclosure or use of confidential and proprietary information of the other Party to prevent it from falling into the public domain or the possession of Personnel other than those persons authorized under this Agreement to have any such information.
 - 16.8.2.1. Such measures will include, but not be limited to, the highest degree of care that the receiving Party utilizes to protect its own confidential information of a similar nature, which will be no less than reasonable care.
 - 16.8.3. The following third Party Personnel will have the right to "need to know" of this Agreement and are subject to the terms of Confidentiality of this Agreement:
 - 16.8.3.1. potential business partners, investors or investment bankers and to their respective employees, agents, attorneys and auditors in connection with their due diligence review of such Party
 - 16.8.3.2. such Party's professional advisors in connection with tax audits, legal advice or related matters

17. Notice of Immunity from Liability

- 17.1. The Parties are hereby notified in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)) that they will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that:
 - 17.1.1. is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and that is solely for the purpose of reporting or investigating a suspected violation of law; or
 - 17.1.2. is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- 17.2. The Parties are further notified that if they file a lawsuit against the Other Party for retaliating against the the Party for reporting a suspected violation of law, the Parties may disclose the Company's trade secrets to their attorney and use the trade secret information in the court proceeding, as long as the Party:
 - 17.2.1. files any document containing the trade secret under seal; and
 - 17.2.2. does not disclose the trade secret, except pursuant to court order.

18. Resolving Disputes

- 18.1. Except for injunction actions or for the collection of unpaid fees and expenses, which may be brought to court in the stated jurisdiction of applicable law for this Agreement (reference section titled Applicable Law and Jurisdiction), the Parties will adhere to the following procedure to resolve all disputes arising under this Agreement which the Parties cannot informally resolve through their representatives identified on the associated Engagement Agreement:

- 18.1.1. The aggrieved Party will notify the other Party in writing of the nature of the dispute about the deficient performance of the other Party, including as much detail as possible.
- 18.1.2. The representatives will meet in person or by telephone/video conference within five (5) business days, or other date mutually agreed, after effective date of Notice to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective Parties;
- 18.1.3. If the representatives do not reach agreement, senior managers of the Party's representatives, having the authority to resolve the dispute without the further agreement of any other person, will meet in person or by telephone/video conference to facilitate an agreement within ten (10) business days, or other mutually agreed upon date, of the effective date of Notice
- 18.1.4. If the senior managers of the Party's representatives do not meet or cannot resolve the dispute within fifteen (15) business days, or another mutually agreed upon date, either Party may provide Notice to the other party to participate in a one day mediation, and the other Party must do so.
 - 18.1.4.1. Each Party will bear its own expenses and an equal share of the fees of the mediator.
 - 18.1.4.2. If the mediation is not successful, the Parties may proceed with legal action in the stated jurisdiction of applicable law for this Agreement.
- 18.2. During any period a dispute exists, Service Provider may suspend its performance of Services under this Agreement and any Engagement Agreements, in its sole and absolute discretion.
- 18.3. If any Party retains counsel for the purpose of enforcing any of the provisions of this Agreement or asserting the terms of this Agreement in defense of any suit filed against said Party, the prevailing Party in such dispute will be entitled to recover, in addition to any other remedy to which such Party may be entitled to recover, all of its costs and attorney's fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.

19. Applicable Law and Jurisdiction

- 19.1. This Agreement will be governed by the Laws of the State of Michigan
- 19.2. Any disputes arising from this Agreement must be handled exclusively in the federal and state courts located in Wayne County, Michigan.

20. Notices

- 20.1. All Notices and other communications concerning this Agreement ("Notice") will be in writing and delivered by email to the address listed on page 1 of this Agreement.
- 20.2. A Notice will be effective upon receipt provided that a duplicate copy of the Notice is promptly given by first class mail or the recipient delivers a written confirmation of receipt.
- 20.3. A Notice will be sent to the other Party with a minimum of thirty (30) days advanced Notice for any Changes to any contact or banking information provided in the Service Contract section of this Agreement

21. No Partnership

- 21.1. This Agreement does not create a partnership relationship.
- 21.2. The Parties do not have authority to enter into contracts or bind the other Party in any manner.

22. Assignment and Delegation

- 22.1. The Parties may not transfer or assign this Agreement without the other Parties prior written approval.
- 22.2. The Client agrees that the Service Provider may subcontract per the definition of Personnel in this Agreement.

23. Electronic or Digital Signatures

- 23.1. This Agreement and all Engagement Agreements, articles and addendums may be signed by electronic or digital signature.

24. Competition, Solicitation, and Effect

- 24.1. During the term of this Agreement or the following two (2) years after termination of this Agreement, the Client shall not:
 - 24.1.1. solicit, offer work to, or contract with, directly or indirectly, any of Service Provider's Personnel
 - 24.1.2. Induce Service Provider's Personnel to reduce or terminate a relationship with Service Provider
 - 24.1.3. Induce Service Provider's Personnel to perform Services on behalf of any Service Provider's competitors.

25. Indemnification

- 25.1. To the fullest extent permitted by law, The Parties shall defend, indemnify, and hold harmless the other Party and its Personnel ("Indemnified Parties") from and against all Losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, reasonable attorneys' fees,

disbursements, or other expenses (collectively “Losses”) arising out of any third party Claims, demands, proceedings, suits, or causes of actions of any kind (collectively, “Claims”) that may result from or arise out of the Indemnifying Party’s or its employees’, agents, or subcontractors’ gross negligence, intentional misconduct, or violation of law.

- 25.2. The Client will defend, indemnify, and hold harmless Service Provider’s Indemnified Parties from and against any and all Claims and Losses, incurred as a result of, arising out of, or relating to death or personal injury to any of Service Provider’s Personnel or property destruction or damage arising during the course of performance of Services, Service Provider’s Personnel’s use of forklifts or other equipment or systems, any breach by Client of its covenants, representations and warranties or any actions taken by Service Provider at the request of, and consistent with, instructions provided by Client.
- 25.3. damage to real or tangible personal property resulting from Service Provider’s acts or omissions.
 - 25.3.1. Service Provider’s breach of any representation, warranty, or obligation under this Agreement.
 - 25.3.2. Service Provider’s violation of applicable federal, state, or local law.
 - 25.3.3. Fines and/or penalties imposed upon self-employed individuals arising from payments made to Service Provider under this Agreement or in regard to Service Provider’s status as an independent contractor.
- 25.4. The Indemnifying Party will defend, or settle, at their respective expense, with counsel reasonably acceptable to the Indemnified Party, any Claim for which it is responsible hereunder and has the right to assume sole control and authority, in a manner not adverse to the Indemnified Party, of the defense and settlement of the Claim.
- 25.5. The Indemnified Parties will notify the Indemnifying Party promptly of any Claim for which the Indemnifying Party is responsible within a reasonable timeframe, and will reasonably cooperate with the Indemnifying Party to facilitate the defense of such Claim.
- 25.6. The Indemnified Parties may select and employ counsel at their own expense with respect to the defense of a Claim; provided, however, that if counsel is employed due to a conflict of interest or because the Indemnifying Party does not assume control of the defense, the Indemnifying Party will bear such expense.
- 25.7. The Indemnifying Party will not admit liability or enter into any settlement of a Claim that might adversely affect the Indemnified Party’s rights or interests without the Indemnified Party’s prior written consent.
- 25.8. The Indemnifying Party will not be liable for any settlement entered into by the Indemnified Party that the Indemnifying Party does not approve in writing. In the event of a settlement, the Indemnified Party will neither publicize the settlement, nor permit the complaining party to publicize the settlement without first obtaining the Indemnifying Party’s written consent, which consent may not be unreasonably withheld, delayed or conditioned.

26. Limitation of Liability

- 26.1. In no event shall either Party be liable for special, indirect, incidental, punitive, or consequential damages, or any claim against the Service Provider by any third party, however caused, even if such damages are foreseeable or the other party has been advised of the possibility of such damages.
 - 26.1.1. This limitation of liability includes, but is not limited to, damages or frustration of economic or business expectations, cost of downtime, cost of capital, cost of substitute products/facilities/Services, and losses of profit, data, revenue, income, goodwill, reputation, and business advantage.
 - 26.1.2. Limitation of Liability will not apply with respect to each Party’s obligation under the sections of this Agreement applying to Confidentiality, Indemnity, Competition and Solicitation
- 26.2. Service Providers total liability arising out of or relating to this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular Services claimed to be defective or with respect to which losses or damages are claimed.

27. Excuse

- 27.1. Service Provider and its Personnel will not be liable for any delay, failure to perform, loss, or liability due to any cause beyond its reasonable control. Causes include, but are not limited to, events of national emergency, strikes, lockouts or other labor disputes, war, criminal acts, acts of terrorism, acts of God, acts of third parties, acts of Client, omissions of Client, interruptions of all avenues of transportation, materials or facilities, or delay or failure of any supplier critical to the delivery of Services.
- 27.2. If Service Provider is unable to provide Services due to Excuse, Service Provider may terminate any Engagement Agreement without liability to Client or Client’s Clients.

27.3. If Service Provider has invoked the Excuse clause for a period in excess of thirty (30) days continuously, Client may terminate the applicable Engagement Agreement immediately upon written Notice to Service Provider and any liabilities or payments due and payable to Service Provider will be immediately paid to Service Provider for any Services previously delivered and invoiced.

28. Compliance with Laws

28.1. Each Party will always conduct their efforts under this Agreement in strict accordance with all applicable Federal, state and local statutes, Laws, regulations, rules, ordinances and judicial or governmental agency orders ("Laws") and with the highest commercial standards, including, but not limited to, antitrust, government security, social security, equal employment opportunity, non-discrimination, unemployment and workers' compensation Laws, and tax withholding requirements.

29. Severability

29.1. If any provision or any part of provision of this Agreement will be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable any other portion of this Agreement.

30. Survival

30.1. Provisions contained in this Agreement that by their sense and context are intended to survive completion of performance, expiration, termination, or cancellation of this Agreement, including without limitation, indemnity, limitation of liability, and confidentiality, will so survive.

31. Third Party Beneficiaries.

31.1. This Agreement is entered into solely for the benefit of the Parties hereto, and no provision of this Agreement will be deemed to confer upon third parties any remedy, claim, liability, cause of action or other right or obligation in excess of those existing without reference to this Agreement.

32. Headings.

32.1. The article, section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

33. Execution in Counterparts.

33.1. This Agreement may be executed in one or more counterparts, each of which will be considered an original counterpart, and will become a binding Agreement when each of the Parties has executed one counterpart and delivered it to the other Party.

34. Representations and Warranties

34.1. Service Provider represents and warrants to the Client that:

34.1.1. Service Provider has the right to enter into this Agreement, to grant the rights included in it, and to fully perform all of Service Provider's obligations in this Agreement.

34.1.2. Service Provider is entering into this Agreement with the Client and Service Provider's performance of the Services do not and will not conflict with or result in any breach or default under any other Agreement to which Service Provider is subject.

34.1.3. Service Provider has the required skill, experience, and qualifications to perform all Services defined in Engagement Agreements.

34.1.4. Service Provider shall perform all Services in a professional and workmanlike manner in accordance with best industry standards for similar Services.

34.1.5. Service Provider shall devote sufficient resources to ensure that the Services are performed in a timely, efficient and reliable manner.

34.2. The Client hereby represents and warrants to Service Provider that:

34.2.1. it has the full right, power, and authority to enter into this Agreement and to perform its obligations herein.

34.2.2. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

34.2.3. Client will not require, request, or permit Service Provider's Personnel to operate any vehicles, equipment, machines or the like in connection with the performance of the Services.

34.3. The Parties represent and warrant to each other:

34.3.1. The issuance of information, advice, approvals, instructions or cost projections by Service Provider or its Personnel will at all times be deemed expressions of personal opinion only and will not affect the Parties' rights and obligations in this Agreement.

34.3.2. The Parties shall immediately notify the other Party if it can no longer make the representations and warranties listed above.

34.3.3. Except as expressly provided in this agreement, neither party makes any representations or warranties to the other with respect to any products or services. Each party disclaims all other warranties, whether express or implied, oral or written, with respect to any products and services including, without limitation, any warranty of expected volume of business, all implied warranties of non-infringement, merchantability or fitness for any particular purpose and all warranties arising from any course of dealing, course of performance or usage of trade.

35. Record Retention and Inspection of Records

35.1. The Parties will keep accurate and complete records for the current year and two (2) additional calendar years

35.1.1. Records include all transactions, the Services, and other activities under this Agreement, including delivery and accounting records for all Engagement Agreements.

35.1.2. The Parties will retain their records in a secure manner.

35.1.3. The Parties will retain their records for longer than the defined period stated above if required by applicable Laws.

36. Set-off

36.1. The Parties hereby waives any right it may have at law, in equity, under contract or otherwise to set-off or exercise any similar remedy against the other Party, in whole or in part, any sum that be owed to it.

37. Waiver

37.1. Waiver by either Party of any breach of this Agreement does not constitute a waiver of any subsequent nonperformance or other breach of the same or any other provision.

38. Remedies

38.1. All remedies set forth in this Agreement or available by law or equity, will be cumulative and not alternative, and may be enforced concurrently or from time to time.

In witness whereof, the parties below have caused this Agreement to be duly executed and delivered as of the date of last signature set forth below,

Service Provider:

Client:

Signature

Signature

Name

Name

Title

Title

Date

Date

Article 1 – Engagement Agreement

This Engagement Agreement, once fully executed, will be governed by the terms of that certain Service Contract (the “Agreement”) effective as of _____ and between:

STRATEGIC MANUFACTURING SOLUTIONS LLC, a Michigan limited liability company (the “Service Provider”)

And

_____, a State of _____ (“Client”),

If there is any conflict or inconsistency between the terms of the Agreement and the terms of this Engagement Agreement, the terms of the Agreement will control. Capitalized terms used herein without definition will have the meanings set forth in the Agreement.

Description of Services

The Client engages the Service Provider to perform the following Services:

Responsibilities, deliverables, and/or Activities:

- Staffing
- Duration
- Requirements and Assumptions
-

Fees

Service Provider will be entitled to payment of the following Fees. The Parties will not revise these Fees unless mutually agreed otherwise in writing.

- \$xxx/hour for the first 40 hours of billable time per week
- \$xxx/hour for all additional billable hours per week
- \$xxx/hour for all travel time

Expenses

Service Provider will be reimbursed for the following expenses incurred in the performance of Services pursuant to this Agreement.

- Weekly Round trip airfare between home location and Client facility(s)
- Airport Parking fees and/or taxi service to/from airport
- Rental Car fees
- Rental car fuel
- Hotel
- Meals & Incidental expenses per US GSA guidelines for Client location

Representations and Warranties

1.1. Service Provider represents and warrants to the Client that:

1.1.1. Its assigned representative, per section 1.3 of the Agreement is: _____

1.1.2. All fees will follow the invoice schedule defined below:

- Weekly, with the first day of a week starting each Sunday
- Weekly, with the first day of a week starting each Monday
- Monthly, with the first day of a month being the 1st calendar day of the month
- Monthly, with the first day of a month being the ____ calendar day of the month

1.2. Client represents and warrants to the Service Provider that:

1.2.1. Its assigned representative, per section 1.3 of the Agreement is: _____

1.2.2. It will receive all invoices at the email address _____

Terms

1. This Engagement Agreement will become effective on the date of last signature executed and, will remain in full force and effect until terminated.
2. This Engagement Agreement can be terminated per the same terms and conditions as specified in the Agreement.

In witness whereof, the parties below have caused this Agreement to be duly executed and delivered as of the date of last signature set forth below,

Service Provider:

Client:

Signature

Signature

Name

Name

Title

Title

Date

Date