

GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY** – These general terms and conditions for services (“**Terms**”): (a) are the only terms that govern provision of services by I & S Group, Inc. (“**ISG**”) under this proposal (“**Proposal**”) to the client specified in the accompanying Proposal (“**Client**”); and (b) prevail over any of Client’s general terms and conditions regardless whether or when Client submitted its request for proposal, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client’s terms and conditions and does not modify or amend these Terms. The accompanying Proposal and these Terms, along with any plans and specifications, exhibits, amendments and change orders the Parties expressly agree in writing should be part of this agreement (collectively, “**Contract Documents**”) comprise the entire agreement (“**Agreement**”) between ISG and Client (individually, “**Party**” and collectively, “**Parties**”), and supersede all prior or contemporaneous understandings or agreements, representations, and communications, written or oral. In the event of any conflict or inconsistency between these Terms, the Proposal, any other Contract Documents, or any proposed contract from Client, these Terms shall, in all instances, control and prevail. These Terms shall apply to and govern the services provided in the Proposal (“**Services**”) and any subsequent Change Order, Amendment or Additional Services as defined below. Client may only accept ISG’s Proposal based on these Terms, and any alternate contract and terms proposed by Client are hereby expressly rejected. No changes to the Terms shall apply unless agreed upon in writing by the Parties. If the Parties subsequently agree to an industry standard design contract, such as an AIA, EJCDC, or comparable contract (“**Industry Design Contract**”), the terms and conditions of the Industry Design Contract shall supersede the Terms of this Agreement.
2. **SCOPE OF SERVICES** – ISG shall provide the Services to Client as described in the Proposal and per these Terms for Client’s project (“**Project**”).
3. **ADDITIONAL SERVICES** – Additional services are services beyond those Services expressly described in the Scope of Services within the Proposal (“**Additional Services**”). Additional Services shall be performed by ISG only upon mutual agreement by the Parties, in writing, as to the Additional Services and additional fee. Such Additional Services shall be provided either for an agreed upon lump sum fee, or on a time and materials basis subject to ISG’s then current Schedule of Standard Hourly Rates. Examples of Additional Services, if not expressly included as basic Services under the Proposal, include, but are not limited to the following:
 - Significant changes in general scope or character of the Project or its design including, but not limited to, changes in size, complexity, or character.
 - Revision of previously approved site “sketch” plans, studies, reports, design documents, preliminary engineering plans, drawings, and specifications, after substantial completion of preliminary or final design.
 - Assistance in obtaining permits from governmental agencies other than those listed in the Proposal
 - Revisions to engineering plans, stormwater reports, or studies resulting from additional or excessive reviews from governmental agencies due to policy and/or staff changes within the regulatory agency after initial submission to the regulatory agency.
 - Attending meetings or public hearings with Client, design team, or governmental agencies as requested by Client, including preparation of exhibits.
 - Preparation or negotiation for off-site easements and/or preparation of engineering design and plans for any off-site utility or highway entrance improvements.
 - Consultation with Client, the title company or Client’s attorney regarding the resolution of gaps and/or overlaps.
 - Services normally furnished by Client or services not otherwise provided for in this proposal such as, but not limited to, the use of consultants to prepare:
 - Soils reports, borings, testing or inspections
 - Special structural testing or inspections
 - Historical preservation and archaeological studies or reports
 - Preparation of any special documents, other than documents previously referenced in the Proposal or Scope of Services, for Client’s use in obtaining financing for the Project.
 - Services resulting from facts revealed about conditions: 1) which are different from information about such conditions that Client previously provided to ISG and upon which ISG was entitled to rely; or 2) as to which Client had responsibility to provide information and such information was not previously provided.
 - Preparing documents for alternate bids requested by Client for contractor’s work which is not executed or documents for out-of-sequence work.
 - Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, mediation or other legal or administrative proceeding involving the Project (except for assistance in consultations which is expressly included as part of Scope of Services contained in the Proposal).
4. **DESIGN WITHOUT CONSTRUCTION PHASE ADMINISTRATION** – Unless expressly included as basic Services in this Agreement, ISG’s basic Services do not include project observation or review of the contractor’s performance or any other construction phase services, which services Client shall provide. Client assumes all responsibility for interpretation of any Contract Documents applicable to the Project and for construction observation, and Client waives any claims against ISG in any way connected thereto. In addition, Client agrees, to the fullest extent permitted by law, to hold harmless, indemnify, and defend ISG, its directors, officers, employees, agents, representatives, consultants and sub-consultants against all liability, claims, actions, suits, losses and damages, including attorneys’ fees and costs, arising out of or related to the performance of such services by other persons or entities and from any and all liability, claims, actions, suits, losses and damages arising out of or related to any modifications, clarifications, interpretations, adjustments or changes made to any Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of ISG. If the Client requests in writing that ISG provide any specific construction phase services and if ISG agrees in writing to provide such services, then ISG shall be compensated for Additional Services as provided in Section 3 above.

GENERAL TERMS AND CONDITIONS

5. **SITE VISITS** – If included in the Proposal as a basic Service, or if requested by Client as an Additional Service, ISG shall visit the site at intervals deemed appropriate by ISG to observe the various stages of construction progress, and the quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Based on ISG's site visits, ISG shall endeavor to determine in general if the work is proceeding in accordance with the Contract Documents, and ISG shall keep Client informed of the progress of the work. Such site visits and observations by ISG are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to ISG in this Agreement, but rather are limited to spot checking and similar methods of general observation of the work. ISG shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall ISG have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing of the work, or authority to suspend or stop the work. ISG shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work. Accordingly, ISG neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the Contract Documents. Should the Client determine that such service is necessary, ISG will provide such service as the resident project representative as an Additional Service at an additional fee.
6. **CLIENT OBLIGATIONS** – Client will cooperate with ISG in all matters relating to the Services, respond promptly to any ISG request to provide direction, information, approvals, authorizations or decisions necessary for ISG to timely perform its Services. Client shall promptly provide such materials or information as ISG may request to carry out its Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.
7. **INFORMATION CLIENT OWES TO ISG** – Client agrees to provide ISG with such site information as may be needed to enable ISG to perform its Services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of utilities including water, sewer, existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; Phase I archaeological survey; first floor foundation plan and such other information as may be requested by ISG from time to time. Client shall not be responsible for providing site information which ISG has specifically agreed to provide in its Proposal.
8. **RELIANCE ON INFORMATION PROVIDED** – ISG may rely on the accuracy and completeness of any information and documents of any nature and kind furnished to ISG for the Project by or on Client's behalf.
9. **CLIENT'S ACTS OR OMISSIONS** – If ISG's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its employees, agents, subcontractors, or consultants, ISG shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client to the extent arising from such prevention or delay.
10. **CHANGE ORDERS AND AMENDMENTS** – If Client wishes to change the scope or performance of the Services, Client shall submit details of the requested change to ISG in writing. ISG shall provide to Client, within a reasonable time after receipt of the written request, a written estimate of any: (i) time required to implement the change, (ii) necessary adjustments to ISG's fees and other charges for proposed services arising from the change, (iii) likely effect of the change on the original Services, and (iv) other impact(s) the change may have on the performance of this Agreement. Promptly after receipt of the written estimates, ISG and Client shall negotiate and agree in writing on the terms of such change ("**Change Order**"). ISG and Client will be bound by any Change Order mutually agreed upon in writing, and any Change Orders shall be subject to these Terms. Otherwise, this Agreement can only be amended by a written amendment signed by both Parties ("**Amendment**").
11. **BETTERMENT** – In no event will ISG be responsible for costs or expenses that provide any betterment, upgrade, or other enhancement in the value of the Project. If Client requests project betterment, enhancement or upgrade the Parties shall enter into a mutually agreeable Change Order. Client understands that certain Change Orders may be required due, in whole or part, to imprecision, incompleteness, ambiguities, or inconsistencies in drawings, specifications and other design, bidding or construction documents furnished by ISG, or in other professional services performed or furnished by ISG under this Agreement. If a required item or component of the Project is not included in ISG documentation, Client is responsible for all costs required to add such items or components to the extent that such items or components would have been required and included in the original ISG documentation.
12. **PERFORMANCE DATES** – ISG shall use reasonable efforts to meet any performance dates specified in the Proposal, but any such dates are estimates only.
13. **STANDARD OF CARE** – Services provided by ISG under the Agreement will be performed in a manner consistent with and limited to the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project at the time ISG provides its Services. ISG shall perform its Services as expeditiously as is consistent with professional skill and care in the orderly progress of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either Party to another party.
14. **PROFESSIONAL'S OPINION OF PROBABLE COST** – ISG's cost estimates provided herein, if applicable, are made based on ISG's experience and qualifications and represent ISG's judgment as an experienced and qualified design professional generally familiar with the construction industry. However, because ISG has no control over the cost of labor, materials, equipment, or services furnished by others, the contractor's methods of determining prices, or competitive bidding or market conditions, ISG cannot and does not warrant, represent, or guarantee that proposals, bids, or actual construction costs will not vary from ISG's cost estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.
15. **PAYMENT** – Invoices will be submitted to Client for payment monthly as the Services progress. Invoices are due within thirty (30) days of receipt by Client. Within thirty (30) days of receipt of Invoice, Client shall examine the Invoice in detail to satisfy itself as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the Invoice. If Client fails to make any payment due ISG for Services and expenses by the thirtieth (30th) day after receipt of ISG's Invoice, ISG

GENERAL TERMS AND CONDITIONS

may charge Client interest at the rate of 1.5 percent per month or the maximum rate of interest permitted by law, whichever is higher. In addition, ISG may, after giving notice to Client, suspend Services under this Agreement until ISG has been paid in full all outstanding amounts due for Services, expenses, and charges. In the event ISG elects to suspend its Services, and after receipt of payment in full by Client, ISG shall resume Services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate ISG for the period of suspension, plus any other reasonable time and expense necessary for ISG to resume its Services. In addition, prior to recommending its Services, ISG shall have the right, from time to time, to require that Client provide a retainer payment for further Services to be rendered. ISG shall have no liability to Client for any costs or damages incurred by Client because of ISG's suspension of Services hereunder. ISG's compensation for Services as stated is exclusive of any sales/use tax amounts due (if applicable). Sales/use tax will be applied and added to ISG's invoice as required by the governing taxation authority unless a valid Certificate of Exemption is provided prior to ISG's commencement of Services.

- 16. USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client by ISG are instruments of service (“**Instruments of Service**”) with respect to the Project and are the exclusive intellectual property (“**IP**”) of ISG. ISG retains all common law, statutory and other reserved rights, including copyright. ISG grants an irrevocable, non-transferable, non-exclusive license to Client for Client's use of the documents solely and exclusively in connection with the Project, provided Client is following the provisions of these Terms. Client agrees not to reuse or make any modification to any documents or Instruments of Service without the prior written authorization of ISG. The unauthorized reproduction of the documents/electronic data and Instruments of Service from ISG's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies, and errors and, therefore, ISG cannot and does not make any representations regarding such compatibility. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of ISG.
- 17. INTELLECTUAL PROPERTY** – All intellectual property rights, including but not limited to copyrights, patents, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, together with all goodwill associated therewith, derivative works and all other rights (collectively “**IP Rights**”) in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of ISG in the course of performing the Services shall be owned by ISG. ISG grants Client a license to utilize all IP Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the deliverables and Services solely and exclusively for the Project.
- 18. COMPENSATION FOR USE OF ISG's INSTRUMENTS OF SERVICE** – If Client terminates this Agreement for cause or its convenience, or ISG terminates this Agreement for cause, Client shall return to ISG all drawings, specifications, information, and documents associated with the Project, whether in form, function, concept or otherwise, produced by ISG as Instruments of Service. In the event Client requests to continue using the Instruments of Service, Client shall pay an agreeable licensing fee acceptable to both Parties as compensation for Client's continued use of ISG's Instruments of Service solely and exclusively for the Project. No Instruments of Service shall be licensed to Client if Client has not satisfied all payments owed to ISG. In the event ISG licenses the incomplete Instruments of Service to Client, ISG expressly disclaims any responsibility for: (a) interpretation or misinterpretation of the Instruments of Service by Client or any third party; (b) the accuracy of the Instruments of Service in conjunction with further work on the Project or otherwise; and (c) any changes or alterations made in the Instruments of Service by Client or any third party. When not retaining ISG, Client agrees to hold harmless, indemnify and defend ISG, including attorney fees and costs, from and against any liability, claims, actions, suits, losses, or damages arising out of or relating to Client's use of ISG's Instruments of Service.
- 19. PHOTOGRAPHIC AND PROMOTIONAL INFORMATION** – Client hereby grants ISG the right to include photographic or artistic representations of the Project design on ISG's website and in ISG's marketing, promotional and professional materials. Client hereby agrees to provide ISG with access to the finished Project and site to secure such photographic or artistic representations. ISG's right to use these materials does not include Client's proprietary or confidential information where Client has provided ISG with advance written notice identifying the precise information Client considers proprietary or confidential. Client's promotional materials shall acknowledge ISG's professional Services for the Project.
- 20. CURE PERIOD** – If during the Project term, Client observes or becomes aware of any improper Services provided by ISG, Client agrees to immediately notify ISG in writing. ISG shall then have ten (10) business days to cure, or begin to cure in a diligent manner, such improper Services before Client may exercise its rights under any default or remedy provision provided for in this Agreement, including the right to take corrective action prior to the expiration of the cure period. If Client fails to notify ISG of any improper Services within five (5) business days of discovery, any objections to ISG's Services shall be waived. ISG will not accept any back charges unless Client has complied with the foregoing and allowed ISG the opportunity to cure any improper Services.
- 21. BREACH AND COST OF COLLECTION** – In the event Client breaches the Terms of this Agreement, ISG shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that ISG shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and attorneys' fees. All payments received from Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to ISG.

GENERAL TERMS AND CONDITIONS

- 22. CLAIMS AND DISPUTES** – If a dispute arises between the Parties, representatives of the Parties having authority to resolve the dispute shall meet within thirty (30) days of notification of dispute to resolve the dispute. If the dispute is not resolved within the thirty (30) days, the Parties shall submit the dispute to mediation with a third-party mediator mutually acceptable to the Parties. The cost of the mediator shall be borne equally by the Parties. The Parties shall include a similar mediation provision in all their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective contractors, subcontractors, sub-consultants, suppliers, and fabricators. Such mediation shall be a condition precedent to a Party filing any judicial proceeding against the other, except as to delinquent fees owed to ISG. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in the state of Minnesota, where Minnesota law shall govern without regard to its conflict of laws provisions.
- 23. FORCE MAJEURE** – ISG shall not be responsible for damages arising directly from any delays for causes beyond ISG's reasonable control. Such causes include, but are not limited to, strikes, lockouts, work slowdowns, work stoppages or other labor disputes, severe weather disruptions or other natural disasters, fires, riots or other civil disturbances, explosions, war (declared or undeclared), other armed conflicts, terrorism, sabotage, vandalism, epidemics, pandemics, quarantines, lockdowns, blockades, embargoes, other emergencies, or acts of God. If delays resulting from any such causes increase the cost or time required by ISG to perform its Services in an orderly and efficient manner, ISG shall be entitled to an equitable adjustment in schedule and/or compensation.
- 24. EXCUSABLE EVENTS** – ISG shall not be responsible for any event or circumstance that is beyond the reasonable control of ISG that has a demonstrable and adverse effect on ISG's ability to perform its obligations under this Agreement or ISG's cost and expense of performing its obligations under this Agreement, including without limitation, a change in law or applicable standards, actions, inactions or delays caused by a governmental agency or authority, the discovery, presence or encounter of hazardous or toxic materials, failure of any governmental or other regulatory authority to act in a timely manner, an unexcused act or omission by Client or contractors of any level including, without limitation, failure of the Client to furnish timely information or approve or disapprove of ISG's Services promptly, delays in the Services or work caused by Client, Client's suspension, breach or default of this Agreement, or delays caused by the faulty performance by Client or by contractors of any level (collectively, "**Excusable Event**"). When an Excusable Event occurs, Client agrees that ISG is not responsible for damages, nor shall ISG be deemed in breach or in default of this Agreement, and ISG shall be entitled to a Change Order to equitably adjust for ISG's increased time and/or cost to perform its Services due to the Excusable Event.
- 25. WAIVER OF CONSEQUENTIAL DAMAGES** – Client and ISG mutually agree and hereby waive all claims of consequential damages arising from any disputes, claims, actions, suits, liability losses and damages arising out of or relating to Client's Project or this Agreement.
- 26. INDEMNITY** – To the fullest extent permitted by law, Client waives any right of contribution and shall hold harmless, indemnify, and defend ISG, its directors, officers, employees, agents, representatives, consultants, and sub-consultants from and against all liability, claims, actions, suits, losses and damages, including attorneys' fees and costs, arising out of or relating to the performance of Services which result from Client's willful misconduct or negligent acts, errors, or omissions, or those of Client's agents, or Client's breach of this Agreement, including, but not limited to, any breach of Client's obligations owed to ISG under Sections 16, 17 and 18 of this Agreement, or breach of warranty, strict liability, or any other cause of action. This indemnity shall not require Client to indemnify ISG for claims, damages or losses solely caused by the negligent acts or omissions of ISG.
- 27. INSURANCE COVERAGE** – During the term of this Agreement, upon request by Client, ISG shall provide to Client its current Certificate of Insurance.
- 28. LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of ISG and its directors, officers, employees, agents, representatives, contractors, sub-contractors, consultants, and sub-consultants, to Client, and anyone claiming by, through or under Client for any liability, claims, actions, suits, indemnity, losses, expenses, costs, attorneys' fees or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, breach of the standard of care or under any other theory of recovery, shall not exceed Twenty Five Thousand Dollars (\$25,000), or the total professional fee paid to ISG under this Agreement for this Project, whichever is greater.
- 29. WARRANTY DISCLAIMER** – OTHER THAN MEETING THE PROFESSIONAL STANDARD OF CARE IN SECTION 13 ABOVE, ISG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES OR GOODS, INCLUDING ANY: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF IP RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 30. LIQUIDATED DAMAGES** – ISG shall not be responsible for any liquidated damages, and expressly rejects any provision seeking such damages.
- 31. CHANGES IN REGULATORY ENVIRONMENT** – The Services provided by ISG under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws, and requirements in

GENERAL TERMS AND CONDITIONS

existence on the date of this Agreement. Any material additions, deletions, or changes in the applicable laws or regulations, which require an increase in the Scope of Services, will be an Additional Service.

32. **PROJECT SITE SAFETY** – ISG is not responsible for Project site safety or means, methods, techniques, sequencing or scheduling of work, which shall always remain the sole responsibility of the Client and contractors.
33. **CONFIDENTIALITY** – If ISG or Client receives information specifically designated by the other Party as “confidential” or “business proprietary,” the receiving Party shall keep such information strictly confidential and shall not disclose it to any other person or entity, except to (1) its employees, (2) those with a need to know in order to perform services or construction solely for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
34. **PERMITS AND FEES** – Unless the Proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. ISG does not warrant, represent, or guarantee that the permits or approvals will be issued.
35. **ENVIRONMENTAL** – ISG is not responsible for the presence of hazardous materials on the Project jobsite. ISG, its principals, employees, agents, contractors and consultants shall perform no services, and assume no responsibility, for the discharge, investigation, detection, management, abatement or removal of any toxic or hazardous contaminants or materials relating to the Project or found at the Project site.
36. **RIGHTS-OF-WAY AND EASEMENTS** – Client shall be responsible for obtaining (or vacating) any right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to any right-of-way and easement which may be necessary for roadway and access improvements, stormwater conveyance and detention, sanitary sewer collection, pumping and treatment facilities, water distribution, treatment or storage facilities, and temporary construction access.
37. **TERMINATION** – This Agreement shall terminate at the time ISG has completed its Services for Client, or prior to that time if one Party provides written notice of termination to the other Party, whereupon such termination date shall be effective seven (7) days after receipt of such notice by the other Party. Client agrees to pay for all Services, expenses and other charges incurred by ISG through the date of termination.
38. **ASSIGNMENT** – Client shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of ISG. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.
39. **RELATIONSHIP** – The relationship between ISG and Client is that of an independent contractor. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bid for the other Party in any manner whatsoever unless specifically outlined within the scope of services noted in the Proposal.
40. **CONTROLLING LAW/JURISDICTION** – All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts in the State of Minnesota in each case located in the City of Minneapolis and County of Hennepin, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.
41. **NOTICES** – All notices, requests, consents, claims, demands, waivers, and other communications (collectively, “Notices”) by Client and ISG shall be in writing and addressed to the respective Party at the address set forth in the Proposal or to such other address designated by the receiving Party in writing. Except as otherwise provided herein, a Notice is effective only upon receipt of the receiving Party.
42. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
43. **WAIVER** – ISG’s failure to require strict performance of any provisions of these Terms in any one or more instances, or to exercise its rights hereunder or at law or equity, may not be construed as and will not constitute a waiver or relinquishment of any such provision or rights, and such provisions and rights will continue in full force and effect.
44. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents that he/she is authorized to enter into and sign this Agreement on Client’s behalf.
45. **COUNTERPARTS** – This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which will together constitute one and the same instrument.