1. APPLICABILITY OF TERMS AND CONDITIONS. These Terms and Conditions will govern all inspection Services ("Services") provided by PLFP Shield, Inc. ("PLP"), unless otherwise agreed to in writing, signed by PLP by an authorized agent in Cleveland, Ohio. Terms and conditions contained in Customer's purchase order, work order or other Jegular Customer's product or allowable deferral or reperformance of payment, or in addition to these Terms and Conditions are objected to and will not be binding on PLP. Customer will be deemed to have agreed to these Terms and Conditions by Customer's issuing a purchase order number, PLP's receipt of a work order, signing a contract or agreement, or PLP's commencement of performance. Customer's acceptance of these Terms and Conditions will be deemed to have occurred on the date such performance is commenced or on the effective date of the contract or agreement, or, if issue new terms, at any time, and all subsequent orders shall be bound forth. If for any reason PLP's Quotation is deemed an agreement, acceptance or offer of the Sort or condition as included on the Quotation and not conditioned on Customer's assent to these Terms and Conditions, which assent will be evidenced by the earlier of Customer's acceptance of Services delivered by PLP or any other performance by Customer. PLP will sell Services only if Customer assents to these Terms and Conditions.

2. INSPECTION SERVICES. The Services shall be aerial visual inspection only, and PLP will not report on underlying issues, and cannot inspect covered areas (e.g., due to ice, vegetation, debris). Sections of the line that cannot be accessed and inspected will be reported and excluded. The Services shall be performed within line of site only, during daylight hours and not during inclement weather.

3. QUOTATIONS, ORDERS AND PRICES. All prices contained on the face of PLP's Quotation are subject to change without notice, unless indicated otherwise on the face of the Quotation. Any additions to orders already placed, changes in product or price, or performance of any term hereof shall be conditioned on Customer's assent to these Terms and Conditions, which assent will be evidenced by the earlier of Customer's acceptance of Services delivered by PLP or any other performance by Customer.

4. TAXES. PLP's prices do not include any Federal, state or local taxes or fees, and any such taxes or fees now in effect or hereafter levied on such Services will be added to the prices and will be paid promptly when due. If Customer fails to comply with any terms of payment, PLP may withhold any further services or deliveries or terminate this Agreement and may declare any unpaid amount to be due and owing immediately.

5. TERMS. Net thirty (30) days from date of PLP's invoice. A service charge of one and one-half percent (1.5%) per month will be added to all past due invoices, and any such service charge shall remain in full force and effect. If Customer fails to comply with any of the above, PLP may withhold any further services or deliveries or terminate this Agreement and may declare any unpaid amount to be due and owing immediately.

6. FINANCIAL RESPONSIBILITY. PLP assumes no liability for conclusions reached or business decisions made by Customer or for Customer's possession, assessment, evaluation, or use of the Deliverables or any data or information contained therein and all such data or information are for purposes of, and at the risk of, Customer, Customer agrees to defend, indemnify and hold PLP harmless from and against any and all such taxes and fees, including, without limitation, any cost, expense, attorneys' fees, interest or penalties assessed against or incurred by PLP as a result of Customer's taxes or fees.

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8. DELIVERABLES. Customer is responsible for ensuring that the Services are fit for Customer's purposes and that Customer's use of the Services and the delivery, receipt, possession, assessment, evaluation, and use of any of the deliverable technical data and image results of the Services (the "Deliverables") are in compliance with all applicable laws, rules and local laws. PLP assumes no liability for conclusions reached or business decisions made by Customer or for Customer's possession, assessment, evaluation, or use of the Deliverables or any data or information contained therein and all such data or information are for purposes of, and at the risk of, Customer. Customer agrees to defend, indemnify and hold PLP harmless from and against any and all such taxes and fees, including, without limitation, any cost, expense, attorneys' fees, interest or penalties assessed against or incurred by PLP as a result of Customer's taxes or fees.

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10. REMEDIES AND LIMITATIONS ON REMEDIES. The remedies set forth herein shall be the sole and exclusive remedies for breach of warranty. No other representations or warranties are made, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Customer agrees to provide PLP with written notice of any alleged breach of warranty which occurs within 12 months of the warranty's expiration, or in the event Customer discovers, or should have discovered, the alleged breach. Time is of the essence hereof, and Customer's failure to provide written notice within the required time period to PLP will result in Customer's release and discharge PLP from any obligation or liability for that breach of warranty. The foregoing warranty extends only to Customer and no other person or entity. Customer agrees to provide PLP with Customer's relevant records and data. PLP's obligation to perform may be delayed, at PLP's sole option, until PLP has been paid in full for all goods purchased or sold by Customer. The sole remedy for any breach hereof is, at PLP's option, the repair or replacement of any defective item. No other remedies are available to Customer.

11. DEFAULT OR DELAY. PLP will not be liable for any default or delay when an act of God or other cause beyond PLP's control, including, without limitation, (a) inclement weather; strikes or other labor troubles or labor shortages; fire; flood; wars; acts of the public enemy; acts of God; delays in obtaining FAA waivers; embargoes; shortages of, or reductions in, energy sources; price increases and all such taxes or fees now in effect or hereafter levied on such Services will be added to the prices and will be paid promptly when due. If Customer fails to comply with any terms of payment, PLP may withhold any further services or deliveries or terminate this Agreement and may declare any unpaid amount to be due and owing immediately.

12. FINANCIAL RESPONSIBILITY. PLP assumes no liability for conclusions reached or business decisions made by Customer or for Customer's possession, assessment, evaluation, or use of the Deliverables or any data or information contained therein and all such data or information are for purposes of, and at the risk of, Customer. Customer agrees to defend, indemnify and hold PLP harmless from and against any and all such taxes and fees, including, without limitation, any cost, expense, attorneys' fees, interest or penalties assessed against or incurred by PLP as a result of Customer's taxes or fees.

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14. INTELLECTUAL PROPERTY. PLP shall own all intellectual property embodied in the Deliverables and Services. Customer shall assist PLP, at no cost, with filing any documentation necessary to demonstrate PLP's ownership.

15. INDEMNIFICATION. The failure of either party to insist upon performance of any term or condition herein or to exercise any right or privilege shall not thereafter waive the future performance of that term, condition, right or privilege or of any other terms, conditions, rights or privileges and no refusal or waiver of the performance of any term or condition herein or to exercise any right or privilege herein (including the Deliverables) will be considered as new orders. The parties agree that all information furnished by the parties to PLP and/or the Deliverables (including the Deliverables) hereunder (including the Deliverables) will be confidential, and a party agrees not to (i) disclose any such information to any other person, or (ii) use such information for any purpose except as agreed to by the parties. Notwithstanding the foregoing, PAR may use Customer's name and location for marketing purposes.

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17. ETHICAL BEHAVIOR. Customer, its employees, officers, agents, representatives and Subcontractors shall maintain the highest ethical standards and avoid conflicts of interest in its performance hereunder. In conjunction with its performance hereunder, Customer and its employees, officers, agents, representatives and Subcontractors shall indemnify and hold PLP harmless from all fines, penalties, expenses or other losses sustained by PLP as a result of Customer's breach hereof.