

TERMS AND CONDITIONS

DEFINITIONS

“Company” means Creative Media Designs, together with its subsidiaries, affiliates, officers, employees, agents, contractors, successors, and assigns.

“Customer” means the owner, purchaser, or authorized representative who accepts a proposal, estimate, change order, invoice, or other agreement with Company.

“Agreement” means the applicable proposal, quote, estimate, change order, invoice, these Terms and Conditions, and any written scope of work accepted by Customer.

The effective date of the Agreement is the date of Customer’s acceptance of any proposal, quote, estimate, change order, invoice, or Company’s commencement of work, whichever is earlier.

1. Scope of Work

Company will provide only the equipment, programming, installation, configuration, support, and other work expressly identified in the accepted proposal, quote, estimate, change order, or written scope of work. Any labor, equipment, programming, service, repair, integration, monitoring, permitting, or other work not specifically included is excluded and may be charged separately.

For network, Crestron, automation, thermostat, audio/visual, lighting, access control, surveillance, data, wiring, and related systems, Company’s work may include design coordination, installation, programming, setup, configuration, orientation, and post-installation adjustments only to the extent stated in the accepted scope.

2. Proposal-Specific Scope

Unless modified by a signed change order, the proposal-specific scope will control the equipment and labor included for that project.

3. Site Walk-Through, Locations, and Coordination

Before rough wiring or installation begins, Company may conduct a site walk-through to identify equipment, electronic device, keypad, thermostat, access point, control panel, head-end, rack, cabinet, wiring, and related locations. Customer, the owner’s representative, general contractor, designer, consultant, architect, cabinetmaker, electrician, HVAC contractor, and other trades whose work may affect system locations should attend or otherwise coordinate with Company.

Once equipment or wiring locations are approved, roughed-in, wired, ordered, or installed, any relocation, redesign, rework, redesign coordination, or additional labor may be treated as a change order and billed at Company’s then-current rates.

A project manager may be assigned to the project to coordinate directly with Customer, the owner’s representative, general contractor, designers, consultants, and other subcontractors, and to maintain knowledge of the system design and installation process. Customer should keep Company informed of any change in the project contact person so that scheduling and information remain current.

4. Scheduling and Jobsite Readiness

Installation of electronic systems is a multi-phase process. Customer must give Company sufficient advance notice before each installation phase so Company can schedule personnel and confirm required materials. Company may require at least four weeks’ advance notice before each

installation phase. Failure to provide at least 21 days' advance notice, or failure to have the jobsite ready for a scheduled and confirmed appointment, may result in additional charges, including a readiness or remobilization surcharge.

Customer is responsible for ensuring that the jobsite is ready, safe, accessible, dust-free when required for final installation or programming, and available during scheduled work windows. Customer must notify Company promptly if a scheduled phase cannot proceed or if power, internet service, cable service, HVAC, lighting, electrical work, framing, ceilings, flooring, cabinetry, or other required conditions are not complete.

Labor rates for the systems quoted are calculated at straight time. Any work Customer requests to be performed on overtime will be billed at Company's differential overtime rate, and Customer is responsible for the additional labor cost. If Company arrives at a jobsite for a previously scheduled and confirmed appointment and the jobsite does not meet the requirements of these Terms, Customer may be responsible for a readiness surcharge for each occurrence.

5. Customer Responsibilities and Work by Others

Unless the accepted scope expressly states otherwise, Customer is responsible for providing, paying for, and coordinating all work by others, including:

- Electrical work, dedicated outlets, GFCI or arc-fault outlets, high-voltage wiring, panel work, circuit work, and power requirements needed for the system.
- Scaffolding, lifts, access equipment, ladders, trenching, conduit, core drilling, framing, backing, blocking, cabinetry, finish carpentry, finish patching, painting, refinishing, cooling, humidity control, HVAC work, and room construction or modifications.
- Internet service provider, cable, satellite, utility, telephone, monitoring, cloud, subscription, and similar third-party services.
- Updated drawings, plans, reflected ceiling plans, electrical plans, fixture schedules, cabinet drawings, equipment-room drawings, and other information needed for coordination.
- Clearing work areas and access paths of furniture, boxes, personal property, building materials, debris, and other obstructions before Company arrives.
- Safeguarding equipment and system components after delivery to the property.

6. Existing Wiring, Existing Systems, and Customer-Supplied Equipment

Existing wiring, owner-provided equipment, owner-provided devices, and existing systems are assumed to be in good working order and compatible with the proposed work. Company does not warrant customer-supplied equipment and is not responsible for defects, incompatibility, latent conditions, prior installation issues, damaged wiring, defective equipment, missing parts, unavailable software, firmware limitations, discontinued products, or manufacturer support limitations affecting customer-supplied or existing equipment.

Company may reject customer-supplied equipment, require additional review, or charge additional fees if the equipment may affect performance, reliability, safety, warranty support, programming, or integration. Service, repair, troubleshooting, replacement, removal, reinstallation, shipping, manufacturer coordination, or warranty assistance for customer-supplied or existing equipment may be billed at Company's then-current rates.

7. Change Orders, Substitutions, and Technological Changes

Customer-requested changes, owner-directed changes, changes required by field conditions, changes required by code or governmental authority, changes caused by other trades, manufacturer model changes, discontinued equipment, design modifications, coverage modifications, and technology updates may require a written change order. Company may present changes for

approval before performing additional work when practical. Change orders are due upon approval unless otherwise stated in writing.

If materials or equipment required by the scope become unavailable, delayed, discontinued, or impractical to obtain, Company may substitute materials or equipment of similar or better quality, utility, performance, or appearance, provided the substitution does not materially reduce the functionality of the system.

Back charges may arise when Company must repair or correct errors in work performed by others. Back charges will be presented for approval before the work is performed, unless time is of the essence and verbal approval to proceed is given by Customer or Customer's authorized agent.

8. Network Administration, Internet Service, and Third-Party Access

Due to the technical nature of Company-installed wired and wireless networks, Customer must not allow third parties to modify, administer, reconfigure, reset, relocate, disconnect, or otherwise access Company-installed network equipment without first notifying Company. Company is not responsible for issues caused by third-party changes, internet service provider changes, cable or satellite provider changes, customer changes, unsupported devices, improper configuration, environmental conditions, power interruptions, equipment failures outside Company's scope, dynamic addressing, or service outages.

If Customer asks Company to investigate an internet, network, wireless, device, ISP, third-party provider, or customer-equipment issue and the issue is not caused by Company's labor or Company-supplied equipment, Customer will be billed for the investigation, troubleshooting, travel, repair, and related services.

9. Network Security and Wireless Performance

Company will use reasonable efforts and commercially reasonable precautions in connection with network setup within the accepted scope. Customer acknowledges that no wired, wireless, voice, data, automation, control, surveillance, or internet-connected system can be guaranteed to be uninterrupted, error-free, immune from interference, immune from unauthorized access, or free from security risk. Wireless performance may be affected by building structure, distance, wireless traffic, neighboring networks, cordless phones, Bluetooth devices, microwaves, electrical interference, environmental conditions, ISP performance, device limitations, and other factors outside Company's control.

Customer is responsible for determining whether any surveillance, access control, monitoring, recording, data collection, or network use complies with applicable privacy, notice, recording, cybersecurity, employment, condominium, homeowners association, commercial, residential, and other laws. Company does not provide legal advice regarding system placement, recording, monitoring, data use, or privacy compliance.

10. Programming, Orientation, Break-In Period, and Support

Company may provide an orientation on the basic capabilities and functionality of the installed system upon completion. Additional training, additional programming, new scenes, customized adjustments, new functionality, changes to engraving, changes to user preferences, service calls, remote support, and post-completion requests may be billed at Company's then-current rates unless expressly included in the accepted scope.

After essential completion, certain equipment or programming may require normal fine tuning during a break-in period. Company may perform these adjustments remotely or on-site, in its discretion. Requests that are outside the original scope, caused by third parties, caused by customer-supplied equipment, caused by changed customer preferences, or caused by defective non-Company equipment are billable.

11. Warranties

Company warrants its work for the period stated in the Agreement or, if no period is stated, for ninety (90) days. Additional programming or new Customer requests beyond the warranty period, and requests not part of the original scope, are billable at Company's then-current rates. Except for express written warranties provided by Company, Company disclaims all warranties to the fullest extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted operation, error-free operation, wireless coverage, wireless performance, network security, compatibility with third-party services, compatibility with customer-supplied equipment, and compatibility with future manufacturer changes.

12. Construction Process, Property Protection, and Cutting and Patching

Customer acknowledges that Company's work is part of a construction process and that damage can occur to personal property in the areas of installation. Customer is responsible for removing items of value from the work areas and the paths providing access to them; Company is not responsible for damage to items not removed, and Company's personnel are not permitted to move Customer's property. Customer is responsible for clearing all furniture, boxes, building materials, debris, and other obstructions from the work areas and access paths before Company arrives.

Company's work may require drilling holes in, or cutting into, drywall, carpeting, and other locations at the property. Company will perform rough patching but is not responsible for finish patching, painting, refinishing, or covering of any holes or cut areas. Company will install the system in a workmanlike manner and in substantial compliance with the accepted scope; because of the nature of construction, the finished system may deviate from the scope where necessary to conform to physical conditions at the property or governmental requirements discovered during installation, and Company may make such field changes without further approval.

Company reserves the right to inspect any cabinet or structure intended to house equipment before installation and to decline to install equipment in any cabinet or structure that would be unsuitable or unsafe.

13. Wiring Access and Construction Sequencing

The accepted scope assumes reasonable access to run wires, and additional fees may apply if unexpected conditions are discovered during the work. Because of the delicate nature of low-voltage wiring (including audio, video, data, telephone, and coaxial cabling), technology rough-in must be scheduled and completed before insulation and sheetrock, and after HVAC, plumbing, and electrical rough-in. Trim-out should be scheduled after paint, stain, and flooring and before closing, with work areas clear of building materials and debris. Customer must notify Company in advance if a jobsite previously scheduled for rough-in or trim-out will not be ready by the scheduled date. Any damage to Company-installed wiring during any phase of the project is not Company's responsibility and may incur additional charges and delay to correct.

14. Equipment Rooms, Head-End Power, and Cooling

Drawings for equipment cabinets and equipment or mechanical rooms must be submitted to Company before construction, and final approval of such drawings by the cabinetmaker or architect must be confirmed by Company to ensure adequate space, power, cooling, and humidity control for the system. Head-end and equipment rooms require specialized AC power delivery to be coordinated and installed by the electrical contractor; head-end rooms also typically require specialized cooling and humidity control beyond a standard HVAC vent, as specified by Company. Any additional materials or labor for these power, cooling, or humidity requirements are the responsibility of Customer, and Company is not responsible for equipment failures resulting from

a lack of Company-approved power delivery, cooling, or humidity control. Final installation and site programming can begin only when the site is dust-free, electrical power is stable, and the internet and any television services are functioning continuously.

15. System-Specific Requirements

The following requirements apply to the corresponding systems to the extent they are included in the accepted scope. Items designated "TBD" require labor charges that will be added once the items are specified. Special-order and customized items may not be returned or exchanged.

(a) Prewire. Prewire, where included, covers cabling, conduit (if specified), wiring enclosures, in-wall keypad electrical boxes, and trim rings, together with the associated labor. Electrical requirements, cooling systems, room construction or modifications, and trenching are excluded unless otherwise specified.

(b) Intrusion, Fire, and Life-Safety. Intrusion and fire components required by local code, such as smoke and carbon-monoxide detectors, are included in accordance with the applicable plans; additional components not shown on the plans are available at additional cost. Company recommends that any intrusion or fire system be monitored; monitoring is not included unless expressly stated, and monitoring services are governed by a separate monitoring agreement.

(c) Surveillance. Surveillance system design is based on the floor plans provided; changes to the floor plan, doors, or landscaping may affect the design and price, and final camera locations may require model changes. Company is not responsible for mounting posts, poles, or other structures needed to attach cameras, which are provided by others unless otherwise specified. Customer is solely responsible for compliance with privacy, notice, and recording laws, and Company makes no representation as to the legality or suitability of any surveillance placement or use.

(d) Access Control. Company is not responsible for door hardware or related materials other than the smart-lock assembly, including conduit runs, concrete work, door strikes, magnetic locks, electrified mortise locks, transfer hinges, power supplies, and related door hardware, and is not responsible for the carpentry necessary for the installation of access control or smart locks. Unless otherwise specified, Company is not responsible for providing a gate-entry "gooseneck," its concrete, or its conduit, and must be given all specifications to confirm compatibility before ordering. Company may reject supplied equipment or charge an additional fee if it would jeopardize the performance or reliability of the system.

(e) Communication and Intercom. Network and wireless access points will be located to balance performance and appearance, which requires coordination with the architect, lighting designer, electrician, and other trades before framing is complete; Customer must provide all reflected ceiling plans and revisions. If an intercom or KSU-based telephone system is included, Company must be notified at least four (4) weeks before ordering so that the correct interface is provided.

(f) Lighting and Environmental Control. Lighting control systems are designed from the plans provided, and updated plansets and final fixture schedules must be provided promptly; changes may result in additional cost. Additional components required to switch or dim particular loads, and special wiring, ballasts, or dimming technology, are available at additional cost by change order. Programming time is limited; adjustments to programmed scenes, and changes to engraved keypads, after the initial selection is ordered and installed are billable. Fixtures, bulbs, and their installation supplied by others are not Company's responsibility, and Company is not responsible for performance problems of the finished lighting system arising from them.

(g) Window Treatments and Custom Items. Custom products such as shades, blinds, and draperies are fabricated to exact specifications; orders cannot be cancelled and deposits cannot be refunded. Minor color variation may occur between samples and finished products and between production

runs, and Company recommends ordering coordinated products together. Company does not warrant window treatments against fading, and an exact color match of components cannot be guaranteed.

(h) Audio/Visual. Owner-provided equipment and existing wiring are assumed to be in good working order; installation, programming, service, repair, or replacement of such equipment or wiring is billable and must be approved before proceeding, and Company may reject supplied equipment that would jeopardize performance or reliability. Recessed electrical outlets installed in advance by a licensed electrician are required for surface- or bracket-mounted displays, and dedicated GFCI arc-fault outlets are required for video displays, projectors, audio gear, and related equipment, with each dedicated 20-amp circuit limited to five video devices. Rough drawings for equipment cabinets must be submitted to Company before construction and final cabinet drawings approved by Company to confirm adequate space and ventilation. Unless otherwise specified, the scope includes service wiring to one central utility location; integration with systems not included in the scope that requires a hardwired connection will result in additional charges by approved change order.

16. House Account, Essential Completion, and Performance Plans

A dedicated "house" email account should be established early in the project for use in setting up devices throughout the system; if the account is disabled or interrupted, additional labor charges may apply to reset affected systems.

Company will notify Customer or the project manager when the project is essentially complete, meaning the system is installed and functioning per the accepted scope. A break-in period of up to sixty (60) days after essential completion may follow, during which some equipment or programming may require normal fine-tuning; Company may perform these adjustments remotely or on-site. Requests for programming, software, hardware, or installation changes, and service for defective non-Company equipment, are separate from break-in adjustments and are billable at Company's then-current rates. Company recommends enrolling in a Company performance plan for ongoing support and maintenance once the system is essentially complete.

17. Acceptance of Terms

Customer accepts these Terms by signing a proposal, accepting a quote, approving a change order, paying an invoice, authorizing work, permitting Company to order equipment, permitting Company to commence work, or otherwise indicating acceptance in writing or through conduct. These Terms apply to all work performed by Company unless replaced by a written agreement signed by Company. Company orders products at least four weeks before installation and all equipment payment must be received before ordering.

18. Authority and Capacity

By accepting these Terms or authorizing work, Customer represents that Customer has the legal capacity and authority to enter into a binding agreement, that Customer is the owner of the property or an authorized representative of the owner, and that the information Customer provides to Company is accurate and complete.

19. Order of Precedence

If there is a conflict among documents, the following order of precedence applies unless Company agrees otherwise in writing: (a) these Terms; (b) a signed written agreement; (c) a signed change order; (d) the accepted proposal, quote, or estimate; and (e) invoices or other project documents. A purchase order, customer form, or other customer-issued document will not modify these Terms unless signed by Company and expressly identified as a modification of these Terms.

20. Pricing, Taxes, and Payment Due Upon Receipt

All invoices are due upon receipt. Customer must pay all invoices without setoff, deduction, chargeback, or withholding. Pricing is based on timely payment by cash, check, ACH, bank transfer, wire, or other payment methods approved by Company. Customer is responsible for applicable taxes, permit fees, governmental fees, processing fees, returned payment fees, late charges, collection costs, and other charges stated in the accepted scope or invoice.

If any invoice is not paid when due, Company may suspend work, withhold ordering or delivery of equipment, withhold programming, withhold activation, withhold warranty support, demobilize, or stop performance until all past-due amounts are paid. Suspension or stoppage for nonpayment will not make Company responsible for delay, consequential damages, loss of use, or other damages. Past-due balances may bear interest at 2.0% per month, or the maximum rate allowed by law, whichever is less.

21. Deposits, Special Orders, Custom Items, Returns, and Restocking

Deposits, progress payments, payments for equipment, custom items, special-order items, manufacturer-direct items, customized products, programming, software, licenses, subscriptions, and approved change orders are non-refundable except as Company expressly agrees in writing. Any credit for returned equipment is at Company's discretion and may be subject to manufacturer terms, freight, handling, inspection, and restocking fees, including a 15% restocking fee or the fee charged by the manufacturer or supplier, whichever is greater.

22. Permits, Codes, and Approvals

Customer is responsible for permits, approvals, permissions, association approvals, building access approvals, utility coordination, and governmental requirements unless the accepted scope expressly states otherwise. If Company obtains or assists with permits or approvals, Customer must reimburse all permit fees, governmental fees, expediting charges, administrative charges, and related costs. Customer is responsible for ensuring that owner-directed locations, uses, recordings, monitoring, access control functions, and surveillance functions comply with applicable law and property rules.

23. Disclaimers of Warranties

Except for express written warranties provided by Company, Company disclaims all warranties to the fullest extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted operation, error-free operation, wireless coverage, wireless performance, network security, compatibility with third-party services, compatibility with customer-supplied equipment, and compatibility with future manufacturer changes.

24. Limitation of Liability

To the fullest extent permitted by law, Company will not be liable for indirect, incidental, special, consequential, exemplary, punitive, loss-of-use, loss-of-data, loss-of-business, loss-of-revenue, loss-of-profit, emotional distress, personal inconvenience, security breach, service interruption, ISP downtime, utility failure, power surge, power outage, third-party service failure, or similar damages, whether arising in contract, tort, negligence, strict liability, warranty, statute, or any other theory, even if those damages were foreseeable.

To the fullest extent permitted by law, Company's total liability for any claim arising out of or relating to the Agreement, the work, the system, equipment, programming, services, or these Terms will not exceed the amounts actually paid by Customer to Company for the specific portion of work giving rise to the claim.

25. Indemnification

Customer will indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, agents, contractors, licensors, suppliers, successors, and assigns from and against all claims, damages, liabilities, losses, judgments, awards, fines, penalties, costs, expenses, and attorneys' fees arising out of or relating to: (a) Customer's breach of the Agreement; (b) Customer's misuse of the system; (c) Customer-supplied equipment, existing wiring, or work by others; (d) surveillance, monitoring, recording, privacy, access control, data use, cybersecurity, or network use directed by Customer; (e) unsafe or unready jobsite conditions; (f) third-party services; (g) damage caused by other contractors or trades; or (h) Customer's violation of applicable law or third-party rights.

Company may control the defense of any matter subject to indemnification. Customer may not settle any claim affecting Company without Company's prior written consent.

26. Attorney's Fees and Collection Costs

In any claim any claim arising out of or relating to the Agreement, the prevailing party is entitled to recover reasonable attorneys' fees, expert fees, consultant fees, court costs, arbitration fees if any court requires arbitration despite these Terms, mediation fees, collection agency fees, investigation costs, and other costs and expenses, including those incurred before suit, during litigation, on appeal, in bankruptcy, and in post-judgment proceedings.

27. Disputes

Any dispute, claim, controversy, or action arising out of or relating to the Agreement, the work, the system, equipment, programming, services, invoices, or these Terms must be filed in a court of competent jurisdiction, subject to the governing law and venue provisions below. No prior proposal language, policy, invoice term, website term, or customer document will require arbitration unless Company later agrees to arbitration in a separate written agreement signed by Company.

28. Governing Law, Venue, and Jury Trial Waiver

These Terms and the Agreement are governed by the laws of the State of Florida, without regard to conflict-of-law principles. The parties consent to exclusive venue and jurisdiction in the state courts located in Palm Beach County, Florida, or the federal courts with jurisdiction over Palm Beach County, Florida, unless Company elects to file an action in another court having jurisdiction over Customer or the property. To the fullest extent permitted by law, the parties knowingly and voluntarily waive the right to trial by jury in any action arising out of or relating to the Agreement, the work, the system, equipment, programming, services, invoices, or these Terms.

29. Chapter 558 Notice of Claim

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

Chapter 558, Florida Statutes, contains important requirements that must be followed before bringing any legal action for an alleged construction defect. Before bringing any such legal action, Customer must deliver written notice referring to Chapter 558, Florida Statutes, identifying the construction conditions alleged to be defective, and providing the person receiving notice an opportunity to inspect the alleged defects and consider making an offer to repair or pay for the alleged defects, as required by Chapter 558. There are strict deadlines and procedures under Florida law that must be met and followed to protect the parties' interests.

30. Individual Liability Limitation

NO INDIVIDUAL LIABILITY

Customer agrees that no individual employee, officer, director, manager, member, shareholder, agent, contractor, or representative of Company is a party to the Agreement or may be held

individually liable for negligence or other damages arising out of or relating to professional services or work performed in the course and scope of the Agreement. Customer agrees to look solely to Company for any claim arising out of or relating to the Agreement, subject to all defenses, limitations, exclusions, and conditions stated in these Terms.

31. Force Majeure and Delays

Company is not responsible for failure or delay caused by events beyond its reasonable control, including acts of God, weather, storms, hurricanes, fire, flood, national emergency, pandemic, governmental action, permitting delay, labor shortage, strike, supply chain delay, manufacturer delay, equipment unavailability, transportation delay, accident, contractor delay, owner delay, utility delay, ISP delay, power failure, internet outage, change order, nonpayment, unsafe conditions, unready jobsite conditions, or other causes beyond Company's reasonable control.

32. Suspension, Termination, and Remedies

Company may suspend or terminate work if Customer fails to pay when due, fails to provide required information, fails to provide access, fails to keep the jobsite ready, interferes with Company's work, breaches the Agreement, or creates unsafe conditions. Upon suspension or termination, Customer must pay for all labor performed, equipment ordered, equipment delivered, custom items, special-order items, restocking charges, demobilization, remobilization, storage, administrative time, and other costs incurred through the date of suspension or termination.

33. Third-Party Services, Manufacturers, and Links

Company may recommend or coordinate with third-party manufacturers, internet service providers, cable, satellite, telephone, monitoring, cloud, and subscription providers, and similar third parties. Company does not control and does not endorse these third parties and is not responsible for their content, products, services, practices, terms, privacy policies, availability, or performance. Customer's use of third-party services and equipment is at Customer's own risk and is governed by the applicable third-party terms.

34. Ownership, Licenses, and Intellectual Property

Company retains all rights in its designs, drawings, programming, templates, configurations, methods, processes, documentation, recommendations, proposals, and other intellectual property except to the extent expressly transferred in writing. Customer receives only a limited, non-exclusive right to use installed programming and deliverables for the system at the property for which they were provided, subject to full payment. Customer may not copy, transfer, reverse engineer, disclose, distribute, resell, or modify Company's intellectual property without Company's prior written consent.

35. Electronic Communications and Notices

Customer consents to receive invoices, notices, proposals, change orders, approvals, signatures, and communications electronically. Electronic communications satisfy any legal requirement that communications be in writing to the fullest extent permitted by law. Notices to Company must be sent to the address or email designated by Company in the applicable proposal or invoice, with a copy to any other address Company designates in writing.

36. Relationship of the Parties

Nothing in the Agreement creates a partnership, joint venture, employment relationship, fiduciary relationship, agency relationship, or relationship other than that of independent contracting parties. Company may use employees, contractors, subcontractors, suppliers, manufacturers, and consultants to perform or support the work.

37. Assignment

Customer may not assign the Agreement or any rights or obligations under it without Company's prior written consent. Company may assign the Agreement, in whole or in part, without Customer's consent, including in connection with a merger, sale, reorganization, transfer of assets, subcontracting arrangement, or internal business restructuring.

38. No Third-Party Beneficiaries

These Terms and the Agreement are for the sole benefit of Customer and Company and their permitted successors and assigns, and do not create any right in, or confer any benefit on, any third party.

39. Changes to These Terms

Company may update these Terms from time to time to reflect changes in its practices or in legal requirements. Updated Terms apply to work accepted or performed after the updated Terms take effect. The Terms in effect when Customer accepts a proposal, quote, estimate, change order, or invoice, or when Company commences work, govern that work unless the parties agree otherwise in a writing signed by Company.

40. Severability and No Waiver

If any provision of these Terms is held invalid, illegal, or unenforceable, the provision will be enforced to the maximum extent permitted and the remaining provisions will remain in full force and effect. Company's failure to enforce any right or provision is not a waiver. A waiver is effective only if made in writing and signed by Company.

41. Entire Agreement; Survival

The Agreement constitutes the entire agreement between the parties regarding the work and supersedes all prior or contemporaneous oral or written statements, proposals, negotiations, understandings, and representations. Provisions that by their nature should survive completion, termination, cancellation, or expiration will survive, including payment, intellectual property, warranty limitations, disclaimers, limitation of liability, indemnification, attorney's fees, governing law, venue, no arbitration, Section 558.0035 individual liability limitation, no waiver, severability, and this survival provision.