

## U.S. Trenchless Work Authorization Agreement

This agreement (the "Agreement") is entered into between U.S. Trenchless, Inc., a California corporation, with business offices located at 4520 Meadow Creek Road, Placerville, CA 95667 ("UST") and you, the party requesting services from UST ("You," or "Customer"). Customer and UST are hereafter collectively referred to as the "Parties" and individually as a "Party."

The Basic Services Fee, and any additional charges for service calls in the Extended Service Area will be quoted to CUSTOMER in a confirming email message (the "Price Quote") upon acceptance of these terms and conditions, at which time You will be able to decide if you approve of the Price Quote, and wish to complete the transaction. Fees for Additional Services must be separately agreed as to pricing, but will be provided pursuant to these terms and conditions. CLICKING THE "I ACCEPT" BUTTON INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. Any questions concerning this Agreement should be referred to U.S. Trenchless, Inc., at (877) 916-PIPE (7473) [info@ustrenchless.com](mailto:info@ustrenchless.com)

**1. Services.** The Basic Services and Additional Services (when applicable), will collectively comprise the "Services." The terms and conditions of this Agreement, as they may be amended from time to time, will govern and control the Parties' rights and obligations with respect to one another and all Services provided hereunder for so long as this Agreement remains in effect.

a. **Basic Services.** UST will provide to Customer the following services and deliverables:

- 1) A UST technician ("tech") will travel to job site (the "Premises") within a UST service area and perform a walk-around visual inspection to attempt to locate a full size, in ground, customer side clean-out
- 2) If a clean-out is located, the tech will set up a sewer camera equipment and attempt to image the sewer lateral. Imaging is performed downstream from house side clean-out to connection at sewer main (a complete inspection), or as far as camera can be physically pushed (a partial inspection).
- 3) If a full size customer side clean-out cannot be located, the tech will attempt to locate a full size roof vent. If a full size roof vent is located, the tech will set up sewer camera equipment and attempt to image the sewer lateral downstream from the roof vent to the connection at sewer main (complete inspection), or as far as camera can be physically pushed (partial inspection).
- 4) If no full size customer side clean-out or full size roof vent can be found, the inspection cannot be performed and the service call is considered to be a "No Inspect." In this case, the tech will recommend further work at an hourly rate, or a clean-out installation at a flat rate.<sup>1</sup>
- 5) Regardless of results (complete, partial or No Inspect), the tech will write a sewer inspection report. Standard report findings include but are not limited to: sewer lateral length, direction of travel, type of sewer pipe material and any abnormalities detected. All findings are approximations. An online search for sewer permits is performed and findings are included in report as well as reasons for partial and No Inspects. Sewer inspections are then mailed electronically to the applicable party or parties.

(b) **Additional Services.** UST may provide Additional Services and deliverables to Customer from time to time, if deemed necessary by UST, and approved by Customer.

1) Any such Additional Services will be subject to additional costs and fees, beyond the Basic Services Fee provided for in § 2(a) below.

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<sup>1</sup> A full size Customer side clean-out is a 3-4 inch clean-out located in the ground near to where sewer line exits building. A full size roof vent is also 3-4 inches in diameter. If a roof is too steeply pitched or if roofing material could be damaged by walking on it, inspection through a roof vent is not possible. If a clean-out is buried or otherwise covered or hidden, additional charges may apply to locate sewer line and complete inspection. Clean-outs located in exterior walls are usually not suitable for accessing a sewer line for inspection.

2) CUSTOMER approval for Additional Services may be communicated in any form, including, without limitation, email, text message, or through written or verbal approval, and may take place through subsequent ratification.

(c) Conditions Precedent. As a condition precedent to UST making a service call, Customer agrees to provide the name and telephone number of the owner of record for the Premises, for purposes of verifying access authorization and reporting findings and inspection results. If Customer is aware of any third party who may wish to review the sewer inspection report for the Premises (e.g., a prospective buyer), Customer is encouraged to also provide such third party's contact information.

(d) Canceled or Rescheduled Service Calls.

(1) If UST is required to reschedule any service call due to reasons beyond its reasonable control (including, by way of example, unexpected equipment failure, or severe weather, road, or traffic conditions), UST will not be responsible for any damages resulting from its inability to perform, and will make its best effort to reschedule the missed service call within 24 hours.

(2) Customer may cancel or reschedule a service call, provided however, that Customer will provide UST with notice by phone at (877)916-7473 or email at [info@ustrenchless.com](mailto:info@ustrenchless.com), at least 24 hours in advance of the scheduled appointment time for the service call, or be subject to the service fees as set out in section 2(b) below.

**2. Service Fees.** (a) For each service call within the Standard Service Area, Customer will compensate UST a fixed-fee (the "Basic Services Fee"). The Basic Services Fee may be augmented as follows: (i) additional charges will be added to the Basic Services Fee for service calls in the Extended Service Area; and (ii) Additional Services will be subject to additional costs and fees, as explained to and approved by Customer on a case-by-case basis.

(b) Customer acknowledges that on any given service call, there may be impediments or obstacles which frustrate UST's ability to provide the Basic Services (including, but not limited to inaccessible sewer lines, blocked pipes, or pipes filled with matter which prohibits imaging). UST will make its reasonable best efforts to provide the Basic Services on all service calls, but Customer agrees that UST will have earned its Basic Services Fee (as augmented, if applicable) upon dispatching a UST tech to the appointed location, who attempts to provide the Basic Services as set out in §1(a) above, irrespective of whether the UST tech encounters such impediments or obstacles. Such fee will also be applicable where Customer fails to provide UST the requisite 24 hour notice for rescheduling or canceling a service call, or where Customer or Customer's representative is not present at the Premises when a UST tech arrives for a scheduled service call.

(c) The provisions of Section 7(a) notwithstanding, UST reserves the right to update this Agreement from time to time, which may include, without limitation, changes to service areas or pricing. Customer is hereby advised that the most recent revision date will be posted at the end of this Agreement. *Requests for UST Services through the UST website constitutes acceptance of these terms and conditions as updated from time to time*; in the event Customer does not consent to the pricing indicated in the Price Quote, they are under no obligation to finalize the transaction.

**3. Invoicing.** (a) Payment for all UST Services shall be due and payable at the time Services are rendered. All sums will be payable in U.S. Dollars

(b) UST shall submit separate receipts to Customer for Services provided at each service location, which invoice or receipt will include: (i) the date of Services (ii) the service location address; (iii) applicable costs and fees; and (iv) such other supporting information and documentation pertaining to the Services as Customer may reasonably request.

(c) Late charges will be imposed on any balance remaining unpaid after 30 days, computed at 1.5% per month (18% per year). An unpaid balance is determined by taking the beginning balance of a customer's account for each month, adding any new charges and subtracting any

payments and credits made to that account. UST will then multiply that amount by the applicable monthly periodic rate of 1.5% to compute the late charge for that account for that month. In no event will interest be charged in an amount higher than is permitted by law.

**4. Term and Termination.** (a) Term. Notwithstanding the fact that the terms and conditions of this Agreement will control the relationship between the Parties when Customer clicks the “I ACCEPT” button below, Customer will not be deemed to have engaged UST for any particular services until Customer separately agrees to a Price Quote sent to Customer by UST, and provides UST with the necessary information. The Term of this Agreement shall take effect at such time as Customer has accepted the Price Quote, and will remain in effect until the Services are complete.

(b) Termination. Either Party may terminate this Agreement immediately for cause by giving written notice to the other Party. For purposes of this Agreement, “cause” shall be defined as a material breach of any of the terms and conditions herein. The notice may be given by first class mail.

(c) Effect of Termination. Expiration or termination of this Agreement will not relieve either Party from its obligations arising hereunder prior to such expiration or termination, including obligations to pay for the Services as set out in §1(a) hereto. In the event of such termination, the Parties agree to reconcile all accounts within 10 days of notice of termination.

**5. Representations and Warranties.** (a) Customer Representations and Warranties. Customer hereby represents and warrants that Customer is the legal or beneficial owner of the Premises, or an authorized agent of the legal or beneficial owner of the Premises, and is authorized to: (i) engage UST to perform the Services on behalf of the legal or beneficial owner; and (ii) access the Premises themselves; and (iii) grant UST access to the Premises, for purposes of carrying out the Services.

(b) UST Representations and Warranties. UST shall endeavor to perform its obligations in compliance with all applicable federal and state laws, rules and regulations, and warrants that the Services will be rendered with promptness and diligence, and be executed in a workmanlike manner.

(c) THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY UST CONCERNING THE SERVICES AND RELATED DELIVERABLES HEREUNDER. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR OTHERWISE. UST DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, OR THE CORRECTNESS, ACCURACY, RELIABILITY, OR AVAILABILITY OF THE SEWER INSPECTION REPORT.

**6. Indemnification.** Other than damages flowing from gross negligence or intentional misconduct, UST and CUSTOMER warrant to release, protect, defend, indemnify, and hold each other, and each other’s officers, directors, employees, and agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses (“claims”) for personal injury and property damage, including reasonable attorneys’ fees, attributable to their actions and omissions under this Agreement. This expressly includes indemnification for claims against UST for any damage which may be alleged to have occurred as a result of: (i) reliance upon the findings of any UST sewer inspection report; (ii) UST personnel being on Premises at a service location; (iii) any breach of Customer’s Representations and Warranties; and (iv) any claims arising under §7(e) hereto.

**7. Other Provisions.** (a) Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms of the Agreement between the Parties with respect to the subject matter hereof, and no statements or agreements, oral or written, made prior to or at the

signing hereof shall vary or modify the written terms hereof. Neither Party shall claim any modification or rescission from any provision hereof unless such modification or rescission is in writing, specifically references this Section 7(a) of the Agreement, and is signed by the other Party's authorized representative.

(b) Severability. If any provision of this Agreement is for any reason invalid or unenforceable, the remainder of this Agreement shall remain in effect.

(c) Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

(d) Governing Law. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the state of California, as though made and fully to be performed in said State. The Parties hereby agree that any dispute arising out of this Agreement shall be brought only in the federal or state courts having jurisdiction in the County of Sacramento, California, and both Parties consent to the jurisdiction of such courts.

(e) Relationship of the Parties. UST will perform the Services in the capacity of an independent contractor and not as an employee, agent or partner of Customer. Each party hereto shall be, and shall remain, fully responsible for its own employees and for any contract personnel furnished by it including, but not limited to, the payment of all salaries, wages, bonuses and all employment-related taxes, benefits, insurance and medical costs.

(f) Customer Acknowledgment. CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THE PERSON WHO ACCEPTS THIS AGREEMENT AND AGREES TO THE SUBSEQUENT PRICE QUOTE AGREES TO BE THE FINANCIALLY RESPONSIBLE PARTY FOR PAYMENT FOR UST SERVICES.

Last Revised: 03/01/2022