



ARCHETYPE DRAFTING SERVICES ORDER FORM TEMPLATE

GOVERNING TERMS

The following terms (“**Product Terms**”) govern Customer’s purchase of Archetype Drafting from INNERGY. Together, the Archetype Drafting Service Order Form and these Product Terms form the complete agreement between the parties for Archetype Drafting (the “**Agreement**”). Customer may purchase Archetype Drafting without access to any INNERGY software product, and no separate master software agreement or professional services addendum is required.

1. SERVICE OVERVIEW. Archetype Drafting is a remote drafting service. INNERGY provides dedicated remote personnel (“Drafting Personnel”) to prepare shop drawings, drawing updates, drafting files, and related outputs (“Deliverables”) from Customer’s materials and instructions. Archetype Drafting is priced per capacity unit (drafter), not per hour, and does not require Customer to subscribe to, license, access, or use any INNERGY software product. INNERGY may use software, automation, and AI-enabled tools to support and improve the service, and Archetype Drafting does not create any employment, supervisory, or staffing-agency relationship between Customer and Drafting Personnel.

2. SERVICE COMPONENTS

(a) Drafting Personnel. INNERGY assigns Drafting Personnel to perform drafting services as described in the Agreement. Drafting Personnel are employees or contractors of INNERGY or its affiliates or subcontractors, and INNERGY retains sole authority over their recruitment, compensation, supervision, scheduling, and termination.

(b) Service Management. INNERGY manages Drafting Personnel and the drafting workflow. Customer receives Deliverables for review and validation and does not have the right to supervise or direct Drafting Personnel as an employer.

3. FEES AND PAYMENT. Fees, billing frequency, payment terms, and late fees are as set forth in the Agreement. Fees are billed monthly in advance, are not contingent on utilization, and cover committed drafter capacity regardless of the volume of work Customer assigns. Onboarding and mobilization fees, if any, are non-refundable, and any utilization reporting INNERGY provides is for Customer’s convenience only and does not reduce amounts due. Fees are exclusive of taxes, duties, levies, and similar governmental assessments, other than taxes based on INNERGY’s net income. Customer is responsible for all such taxes and may not withhold or deduct any amounts unless required by law. If any amount is overdue, INNERGY may suspend Archetype Drafting after written notice until all overdue amounts are paid, and fees continue to accrue during suspension. Customer will reimburse INNERGY for reasonable costs of collection, including reasonable attorneys’ fees.

4. TERM; RENEWAL; SCALING

(a) Initial Term. The initial term is as stated in the Agreement.

(b) Renewal. This Agreement renews as stated in the Agreement unless either party gives timely written notice of non-renewal.

(c) Adding Drafters. Customer may add drafters at the then-current monthly rate, and each added drafter co-terminates with the then-current term and is subject to these Product Terms.



(d) Removing Drafters. Drafters may not be removed during a committed term. Reductions take effect only at the start of the next renewal term if Customer gives timely written notice, and fees for the committed term are not reduced by a notice of reduction.

(e) No Fee Reduction for Non-Use. Fees are not reduced by Customer's failure to assign work, project delays, readiness issues, or non-use of available capacity.

5. COVERAGE; OVERTIME; AVAILABILITY

(a) Standard Coverage. Drafting Personnel work the schedule stated in the Agreement.

(b) Overtime. Overtime is not separately tracked, billed, reconciled, guaranteed, or a contractual entitlement. INNERGY may, at its discretion, apply surge effort to support Customer deadlines, but this is a courtesy and creates no obligation.

(c) Holidays and PTO. INNERGY covers Drafting Personnel paid leave and public holidays observed by assigned Drafting Personnel at no additional charge. Customer-observed holidays are not automatically observed unless stated in the Agreement. INNERGY does not guarantee turnaround time, output quantity, or completion dates.

6. PERSONNEL CONTINUITY; REPLACEMENT. INNERGY will use commercially reasonable efforts to maintain continuity of assigned Drafting Personnel but may reassign, substitute, or replace any Drafting Personnel due to turnover, leave, illness, availability, performance, or business needs. Such a change is not a breach or grounds for fee reduction or termination, and INNERGY does not guarantee any specific individual. If Customer is reasonably dissatisfied with assigned Drafting Personnel, Customer may request a replacement by written notice identifying the concern in reasonable detail, and INNERGY will use commercially reasonable efforts to assign replacement personnel within the period stated in the Agreement or a commercially reasonable period. Onboarding and ramp-up time for replacement personnel does not reduce fees or extend the term.

7. REQUEST INTAKE AND WORKFLOW. Customer must submit work requests, instructions, standards, and supporting materials through the process designated by INNERGY. INNERGY will manage accepted work through its internal workflow, deliver Deliverables for Customer review, and may update its intake and workflow process on reasonable notice to Customer.

8. CUSTOMER RESPONSIBILITIES

Customer is responsible for:

- providing complete, accurate, and current specifications, measurements, field conditions, drawings, engineering and code requirements, standards, construction methods, project requirements, approvals, Customer instructions, and drawing presentation requirements;
- providing a single point of contact authorized to provide instructions and feedback;
- maintaining a usable work queue and providing timely feedback;
- providing or funding required software access, licenses, and remote access tools; and
- reviewing and validating all Deliverables before use or reliance.

Customer represents that Customer has all rights and permissions necessary to provide Customer materials, instructions, specifications, files, data, and inputs to INNERGY for Archetype Drafting and to authorize INNERGY to use them to provide, support, secure, and improve Archetype Drafting. INNERGY is entitled to rely on Customer materials and inputs without independent verification and may provide Customer materials and inputs to its affiliates, subcontractors, and personnel as reasonably necessary to



provide Archetype Drafting. INNERGY will use reasonable safeguards designed to protect Customer materials and inputs in its possession. Delays, errors, omissions, conflicts, or changes in Customer materials, inputs, access, work queue, instructions, approvals, or feedback may reduce productivity and will not constitute an INNERGY breach, service failure, or basis for fee reduction.

9. REMOTE ACCESS AND SOFTWARE. Where Drafting Personnel work within Customer's systems or software, Customer will provide and maintain the necessary remote access, accounts, software, and licenses, or reimburse INNERGY for those costs as stated in the Agreement. Customer is responsible for the security, configuration, licensing, availability, and lawful use of its systems and required software, and INNERGY is not responsible for Customer's systems, third-party software, or restrictions in Customer-provided licenses.

10. AI AND AUTOMATION. INNERGY may use software, automation, and AI-enabled tools to provide, support, secure, operate, and improve Archetype Drafting. Customer is solely responsible for human review and validation of all Deliverables before use or reliance, regardless of whether AI tools contributed to their preparation. Improvements in INNERGY's efficiency, automation, tooling, staffing model, workflow, or production methods do not reduce fees, increase Customer's output entitlement, create any right to INNERGY Technology, or change the pricing model.

11. DELIVERABLES; ACCEPTANCE; SCOPE

(a) Acceptance. A Deliverable is accepted on the earlier of: (i) Customer's written approval; (ii) five (5) business days after delivery unless Customer gives written notice of non-conformity identifying the specific deficiency in reasonable detail and explaining how the Deliverable fails to conform to the authorized request; or (iii) Customer's use of the Deliverable for manufacturing, construction, procurement, installation, submission, or any other project purpose. INNERGY may correct a rejected Deliverable or treat the requested change as a new or expanded request. Corrections for confirmed non-conformities in the Deliverable will be performed within available committed capacity; revisions, updates, redesigns, new specifications, changed project requirements, and other work outside the authorized request may affect delivery sequencing, require additional committed capacity, or be treated as new or expanded requests.

(b) In Scope. Drafting, detailing, and CNC tool paths/programming within Customer's specified CAD/CAM environment.

(c) Out of Scope. Engineering, design authorship, code-compliance review, site work, software Drafting Personnel are not trained on, and any work outside the CAD/CAM environment identified in the Agreement.

12. DELIVERABLES OWNERSHIP. Subject to payment in full, Customer owns the final Deliverables to the extent they incorporate Customer's data, specifications, Customer materials, or project information. INNERGY retains all rights in its tools, methodologies, templates, software, algorithms, models, reusable components, workflow, configuration, and other intellectual property ("INNERGY Technology"), and no Deliverable transfers any right in INNERGY Technology except to the limited extent needed for Customer to use the final Deliverable for its internal project purposes. Draft, interim, rejected, template-based, workflow, configuration, and non-final outputs remain INNERGY Technology unless expressly identified in the Agreement as final Deliverables.

13. DISCLAIMER; CUSTOMER FINAL REVIEW; LIMITATION OF LIABILITY



Deliverables are assistive drafting outputs, not final engineering, architectural, structural, code-compliance, field-verification, manufacturing, fabrication, installation, or construction instructions. Customer is solely responsible for final checking, review, validation, approval, and use of all Deliverables by qualified Customer personnel before submission for machining, production, manufacturing, installation, or construction. Customer is solely responsible for confirming dimensions, field conditions, materials, hardware, tolerances, engineering requirements, code requirements, safety requirements, manufacturing methods, installation methods, and project-specific requirements before using any Deliverable.

INNERGY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ARCHETYPE DRAFTING OR ANY DELIVERABLE. INNERGY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR ARCHETYPE DRAFTING UNDER THE APPLICABLE AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE CLAIM. IN NO EVENT WILL INNERGY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. INDEMNIFICATION. Customer will indemnify, defend, and hold harmless INNERGY and its affiliates, officers, directors, employees, and subcontractors from and against all third-party claims, losses, damages, liabilities, and reasonable attorneys' fees arising out of or relating to: (a) Customer's use, approval, modification, distribution, machining, fabrication, manufacture, installation, construction, or other downstream use of Deliverables; (b) Customer's failure to perform final review before use or reliance; (c) Customer's breach of this Agreement; or (d) Customer materials, instructions, or specifications alleged to infringe or violate any third-party right.

15. CONFIDENTIALITY. Each party will protect the other's non-public business information disclosed in connection with Archetype Drafting using at least reasonable care and will not disclose it to third parties or use it except to perform or receive the service. This obligation does not apply to information that is or becomes public without breach, was already known to the recipient without restriction, is received from a third party without restriction, or is independently developed without use of the disclosing party's information. A recipient may disclose confidential information to the extent required by law if, where legally permitted, it gives the disclosing party reasonable prior notice and cooperates with reasonable protective efforts. These obligations survive for three (3) years, except that trade secrets remain protected for so long as they remain trade secrets under applicable law.

16. TERM AND TERMINATION

(a) Term. This Agreement begins on the Service Start Date and continues for the term set forth in the Agreement, renewing as described in Section 4, unless terminated earlier in accordance with this Section 16.

(b) Termination for Cause. Either party may terminate this Agreement if the other materially breaches and fails to cure within thirty (30) days after written notice describing the breach in reasonable detail. If INNERGY terminates for cause, all fees for the remainder of the then-current term accelerate and become due. If Customer terminates for cause, Customer will pay all undisputed fees through the effective termination date, and INNERGY will refund prepaid fees for the unused portion of the remaining committed period, excluding non-refundable onboarding, mobilization, or similar fees.



(c) Effect of Termination. On request after termination or expiration, each party will return or destroy the other's confidential information, subject to routine backup, archival, legal, and compliance retention. Sections 3, 12, 13, 14, 15, 17, and 18 survive.

17. NON-SOLICITATION; CONVERSION FEE. During the term and for twelve (12) months after expiration or termination, Customer will not, directly or indirectly, solicit, hire, engage, or otherwise retain any Drafting Personnel or other INNERGY personnel who were assigned to or materially involved in providing Archetype Drafting services for Customer during the preceding twelve (12) months, without INNERGY's prior written consent. If Customer breaches this Section, Customer will pay INNERGY the conversion fee stated in the Agreement or, if none is stated, fifty percent (50%) of the annualized fees for the affected personnel, which the parties agree is a reasonable estimate of INNERGY's recruiting, training, replacement, and transition costs and not a penalty. This restriction does not apply to general public recruitment advertising not specifically directed at INNERGY personnel.

18. GENERAL

(a) Governing Law; Disputes. This Agreement is governed by Delaware law, without regard to conflict-of-laws principles. Any dispute will be resolved exclusively in the state courts located in Kent County, Delaware or, if federal jurisdiction exists, the United States District Court for the District of Delaware. Each party submits to that jurisdiction and waives any right to a jury trial. Any MSA or PSA dispute mechanism applies only if the Agreement expressly states that it applies to Archetype Drafting.

(b) **Force Majeure. INNERGY is not liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disruptions, epidemics, pandemics, government action, power, telecommunications, internet, cloud, software, or third-party platform failures, or Customer systems, access, or software issues. A force majeure event does not excuse Customer's payment obligations for committed drafter capacity.**

(c) Misc. The Agreement and these Product Terms are the entire agreement for Archetype Drafting and supersede all prior discussions and agreements about it. The version of these Product Terms in effect as of the Agreement effective date governs that agreement. No Agreement amendment is effective unless signed by both parties, and no waiver is continuing. INNERGY may assign this Agreement without Customer's consent in connection with a merger, acquisition, reorganization, financing, or sale of assets, on notice; Customer may not assign without INNERGY's prior written consent, and any prohibited assignment is void. If any provision is unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions continue in full force. Legal notices must be in writing and delivered to the Agreement addresses with confirmed delivery; email is sufficient for operational communications.

SIGNATURES

By signing below, each party agrees to this Agreement.

INNERGY	CUSTOMER
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INNERGY®

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____