

Schedule A: Terms & Conditions

These Installation Contract Terms ("General Terms") are attached to and incorporated into a proposal for services ("Proposal"), which when executed by the authorizing party ("Client") together comprise an agreement ("Agreement") between Bright Power, Inc., ("Bright Power") and the Client, (referred individually as a "Party", together as the "Parties"). For the sake of clarity, all of the Assumptions and Exclusions stated in the Proposal are incorporated into the Agreement. If the Client is a property manager who is acting as agent or representative of a property owner ("Owner"), Client represents and warrants that it has the authority to bind the Owner to this Agreement and that Owner shall be responsible for the timely payment of Bright Power.

1. Scope of Work. Bright Power shall furnish and install the energy conservation measures, as set out in the attached Proposal (the "Work"), at the properties identified in the Proposal (the "Site").

2. Contract Price. In consideration for the performance of the Work, Bright Power will be paid for the Work in the manner set forth in Section 3 below and in the amounts set forth in the Proposal (the "Contract Price"). The Contract Price will be valid for 90 days from the date of the Proposal unless otherwise stated. If Client has not signed the Agreement within 90 days, Bright Power reserves the right to update the Contract Price. Expenses (including but not limited to travel, materials, and postage), shall be billed at cost plus 10% administrative fee. Further, any fees charged by a third-party contracted by Client in connection with Bright Power's provision of the Work shall be billed back to the Client at cost plus 10% administrative fee.

3. Payment Terms. Bright Power will submit invoices for Work performed and expenses incurred together with reasonable supporting data, in accordance with the payment milestones as stated in the Proposal. Payment will be due on receipt of the invoice, unless stated otherwise therein. If payment is not made within thirty (30) days from the due date, late payments or partial payment balances will be subject to one and one-half percent (1.5%) per month late fee or the maximum rate allowed by law, whichever is lower. If payment is not made within thirty (30) days from the due date, and if Client fails to pay any undisputed amount within ten (10) business days after receipt of notice stating that such payment is past due, then Bright Power may immediately terminate the Agreement or suspend all or any portion of the Work. In the event Bright Power terminates this Agreement, Bright Power shall have all remedies available to it under law and this Agreement, and Client agrees to pay for all collection costs incurred by Bright Power, including legal fees, collection agency fees, court costs and other expenses. In the event of a suspension of the Work, Bright Power shall not resume the Work until all outstanding fees have been paid in full by Client, including any costs, fees and expenses incurred by Bright Power due to suspension of the Work and/or the enforcement of Bright Power's remedies hereunder. All federal, state, and/or local sales taxes based upon this Agreement, or upon the provision of the Work shall be the responsibility of Client. Client shall pay Bright Power for all such taxes as billed by Bright Power. The terms of this Section shall survive the termination of this Agreement.

4. Final Payment. Once the Work has been reached Final Completion (as defined below) and has been accepted by Client, Client shall make the final milestone payment to Bright Power. Final payment shall constitute a release of all claims against Bright Power by Client, except for those arising from (a) unsettled liens in connection with the Work; and (b) the terms of any guarantee or warranty in accordance with this Agreement.

5. Period of Performance. Effective as of the date of this Agreement, and subject to any Notice to Proceed from Client if a Notice to Proceed is required per the Proposal, Bright Power shall commence the Work in accordance with the project schedule as set out in the Proposal subject to any amendments or extensions thereto, and/or any change in the Work (as so modified or amended, the "Schedule"), which may only be granted in accordance with an authorized Change Order.

6. Final Completion. The Work shall be deemed to be finally completed ("Final Completion") upon the following: (a) all Work has been fully and satisfactorily completed in a good and workmanlike manner, in conformance with this Agreement and the Proposal, (b) Bright Power has provided Client with all necessary documentation, including but not limited to permits, operating manuals, warranties, and drawings, to own and operate the Work. Client agrees to sign a Notice of Completion within five (5) days after the Work is complete and ready for use. If the Work passes final inspection by each public body which having jurisdiction over it but Client fails to record the Notice of Completion within the five (5) day period described above, then Client hereby appoints Bright Power as Client's agent to sign and record a Notice of Completion on behalf of Client at any time following the expiration of such five (5) day period. This agency appointment is irrevocable and is an agency coupled with an interest. In the event Client receives benefits of electricity production or otherwise starts to put the Work into use and operation for a period of seven days or longer, before Bright Power has received all payments due under this Agreement, such usage shall constitute full and unqualified acceptance of all Bright Power's Work by Client and Client agrees that such usage shall be a waiver of any and all claims against Bright Power.

7. Delays. Bright Power agrees to start and diligently pursue Work through to completion in accordance with the Schedule and subject to the terms of this Agreement, but shall not be responsible for delays for any of the following reasons: (a) failure of the issuance of all necessary building permits and other permits required for the performance of the Work within a reasonable length of time; (b) funding of loans; (c) disbursement of funds into funding control or escrow; (d) acts or omissions of neglect or willful misconduct of Client or Client's employees, representatives, contractors (other than Bright Power) or agents; (e) acts of God; (f) stormy or inclement weather; (g) strikes, lockouts, boycotts, or other labor union activities; (h) extra work ordered by Client; (i) acts of public enemy, riots or civil commotion; (j) inability to secure material through regular recognized channels and from reputable vendors and suppliers within a reasonable length of time; (k) imposition of government priority or allocation of materials; (l) any material breach of this Agreement by Client, including without limitation any failure of Client to make payments when due; (m) delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; (n) for acts of independent contractors or subcontractors; (o) holidays; or (p) other causes beyond Bright Power's reasonable control. In the event of such a delay, Bright Power shall be entitled to an extension of time to complete the Work, and all reasonable costs and expenses it incurs associated with the delay and re-commencing of the Work.

8. Representations and Warranties. Bright Power represents and warrants that: (a) it is familiar with the nature of the Work and the services to be provided; (b) it shall perform the Work in compliance with all applicable laws, codes and regulations; and (c) exercise the degree of skill and care in accordance with generally accepted professional and industry standards of professional firms performing similar services ("Standard of Care") and in compliance with any other standards expressly set forth herein. EXCEPT TO THE EXTENT OF ANY SPECIFIC WARRANTY OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, BRIGHT POWER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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9. Warranty. In addition to all other guarantees and warranties contained in this Agreement, and unless otherwise stated in the Proposal, Bright Power warrants and guarantees to Client that the materials and equipment furnished under this Agreement will be new and unused unless otherwise specified in the Proposal, and the Work will be of good quality, free from defects and faults in materials or workmanship. For a period of five (5) years after the date of Final Completion, perform maintenance or corrective work, including the repair or replacement of any portion of the Work which is defective or non-conforming, at no additional charge.

10. Suppliers' Warranties. Bright Power shall cause suppliers of materials and equipment which are incorporated into the Work to issue any warranties or guarantees directly to Client upon Final Completion. If any supplier refuses to issue warranties or guarantees directly to Client, Bright Power hereby assigns such warranties and guarantees to Client effective upon Final Completion.

11. Conditions at the Project Site. Bright Power shall conduct an inspection of the Site before commencing the Work, and will notify Client of any conditions that may affect the performance of the Work. Client acknowledges that in the event that the project involves work on an existing structure, it is impossible to anticipate all problems that may arise in connection with the project until full exploratory testing can be performed during the course of construction. While Bright Power shall seek to determine any problems that might arise, it is impossible to anticipate all hidden conditions that might be revealed once Work begins. In the event such unanticipated or hidden conditions are revealed, Bright Power shall endeavor to immediately notify Client. Any additional costs attendant to such conditions shall be the responsibility of Client. If in the performance of the Work, Bright Power encounters unknown physical conditions of an unusual nature which differ materially from those detected in the Site inspection, the Contract Price may be equitably adjusted by Change Order upon claim by either party made in writing in accordance with this Agreement.

12. Protection of the Work. Bright Power shall take all reasonable and necessary precautions to properly protect the Work during construction. Protection of the Work includes the Work itself and all materials and equipment to be incorporated into the Work, whether in storage on or off the Site, under the care, custody or control of Bright Power or any person or entity for whom Bright Power is responsible. Client shall be responsible for securing the Site and for providing a secure storage area for all equipment and materials before and during construction.

13. Hazardous and Toxic Materials. It is acknowledged by both parties that the Work does not include any services related to the presence at the Site of asbestos, asbestos-related materials, hazardous waste, PCBs or other hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client acknowledges that Bright Power is performing services for Client and Bright Power is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in CERCLA.

14. Changes to the Work. A Change Order is a written order to Bright Power signed by Client authorizing a change in the Work and/or an adjustment in the Contract Price and/or an adjustment in the Schedule, issued after execution of the Agreement. No change in the Contract Price or the Schedule shall be effective unless a Change Order has been signed by Client. A Change Order signed by Bright Power evidences Bright Power's agreement with the Change Order including, but not limited to, any adjustment in the Contract Price and/or the Schedule included therein. The change in the Contract Price caused by such Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, Bright Power's actual cost of all labor, equipment, subcontracts and materials with respect to such change, plus a contractor's fee of 10 % shall be the change in Contract Price. The following shall be in addition to the Contract Price and charged on a time and material basis, including 30% for overhead and profit: addition or deviation from the specifications herein described; damage to Bright Power's Work by others; temporary protection of the building not originally included in this work order; premature notice to start Work causing unnecessary trips; trips back to the site to repair issues created after Work is complete; and any labor required to be done outside of normal business hours.

15. Clean-Up. Bright Power shall comply with Client's reasonable requirements regarding daily clean-up. Upon completion of the Work, before leaving the property, Bright Power shall remove all surplus material, containers and rubbish from the Property and shall leave the Property clean and ready for occupancy. Bright Power shall repair any damage to the Property caused by the Work.

16. Title to Goods. Title to all of the equipment purchased under this Agreement shall vest with the Client upon delivery to the Property and Bright Power's receipt of payment by Client in accordance with payment schedule specified in this Agreement. Client agrees that if it breaches the Agreement by failing to pay the Contract Price when due, Client will surrender possession to Bright Power its possession of and all of its right, title and interest in all equipment delivered and/or installed at the Property and for which payment in full has not been received in accordance with this Agreement.

17. Safety. Bright Power shall be responsible for developing, implementing, maintaining and supervising all safety programs in connection with the Work and the Site. Bright Power shall be responsible for taking all reasonable precautions to prevent injury or death to persons or damage to property. Bright Power shall ascertain and comply with all requirements to give notices and shall comply with all applicable laws bearing on the safety of persons or property or their protection from damage, injury or loss. Bright Power shall give Client written notice of the occurrence of any event recordable under applicable safety laws.

18. Structural Stability. Notwithstanding any other provision of this Agreement, Bright Power does not, either itself or through its representatives, practice architecture or professional engineering and offers no opinion on, and expressly disclaims any responsibility for, structural integrity, and compliance with building codes or design. Opinions of competent structural engineers should be obtained by Client as to the structural soundness of building and the roof deck (if applicable) and its ability to support the equipment as set out in the Proposal. Bright Power accepts no liability for any structural failure of the building or roof deck, or resultant damages, and Client hereby releases Bright Power from any and all liability regarding the same.

19. Independent Contractor. Bright Power is an independent contractor in the performance of the Work. Neither Bright Power, nor any of its employees, are or shall be deemed to be an agent or employee of Client and Bright Power shall remain solely responsible for the performance of the Work. Bright Power has sole authority and responsibility to employ, discharge or otherwise control its employees.

20. Limitation of Liability. In no event shall either Party, its principals, members directors, shareholders or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including without limitation, lost profits and lost opportunity costs) to the other Party. TOTAL LIABILITY FOR BRIGHT POWER UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE CONTRACT PRICE. The terms of this Section shall survive the termination of this Agreement.

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21. Force Majeure. Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

22. Termination. This Agreement shall terminate on Bright Power's receipt of the final payment, made in accordance with Section 4 of these General Terms, unless terminated sooner in accordance with this provision. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice. If Client terminates this Agreement without cause, Bright Power shall be entitled to receive payment for all Work performed and actual costs and/or expenses incurred by Bright Power in connection with the Work up to the date of termination. Upon receipt of a notice of termination and payment by Client of all amounts owing hereunder, Bright Power shall immediately discontinue all Work, and deliver to Client copies of all data, drawings, specifications, and such other information and materials as may have been accumulated by Bright Power in performing the Work whether completed or in process. If the Contract is terminated, then following receipt by Bright Power of all payments owing hereunder, Bright Power shall (a) assign to Client, to the extent and as soon as is reasonably practicable, all purchase orders, subcontracts and agreements requested by Client, and (b) Bright Power shall turn over to Client all Work in progress and materials, provided that Bright Power has been paid in full for the Work completed and its reasonable costs and expenses. In the event either Party breaches a material term or condition of this Agreement, the non-breaching Party shall give written notice of such breach in accordance with this Agreement to the breaching Party. If the Party in breach has not cured the breach (or, in the case of a breach not related payment obligations of Client, taken immediate steps to cure the breach) within ten (10) days of the notice, the non-breaching Party may terminate this Agreement immediately in writing. Any termination hereunder shall not relieve the Parties of any payment or other obligations or causes of actions incurred or arising hereunder prior to the date of termination.

23. Insurance. Bright Power and all subcontractors, at their own expense, shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from Bright Power's operations under the Contract, whether such operations be by Bright Power or by a subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than the following limits of liability: (a) workers' compensation – statutory limits; private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the period; (b) automobile liability (covering all vehicles, owned, hired and non-owned) - \$1,000,000 combined single limit, bodily injury and property damage; (c) commercial general liability (including premises/operations, products/completed operations, contractual, and broad form property damage coverages) - \$1,000,000 each occurrence, \$2,000,000 annual aggregate; (d) pollution liability covering sudden and non-sudden accidental occurrences both on and off site - \$2,000,000 each occurrence/claim and \$2,000,000 annual aggregate; and (e) professional liability (errors and omissions) - \$1,000,000 per claim, \$1,000,000 annual aggregate. Any subcontractor hired by Bright Power shall maintain the same type of liability insurance as Bright Power, and Worker's Compensation insurance as required by law. Client shall require all contractors and subcontractors involved in any work related to the Work to carry insurance and to name Bright Power as additional insured.

24. Indemnification. To the fullest extent permitted by law, Bright Power shall defend, indemnify and hold harmless Client, its agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and expenses, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Bright Power, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Client will defend, indemnify, and hold Bright Power harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the Work by Bright Power under this Agreement, including claims related to Bright Power's use of Client supplied drawings, measurements, data, or any other information provided to Bright Power by Client that is used in performing the Work. However, in no event shall Client be liable under this provision for claims arising out of the sole negligence or willful misconduct of Bright Power. The obligations hereunder shall survive the expiration or termination of this Agreement.

25. Right to Stop Work. Bright Power shall have the right to stop all or any portion of the Work if any payment is not made when due to Bright Power under this Agreement or if Client is in breach of any other material provision of this Agreement. Bright Power may suspend all or any portion of the Work until all payments due are received in full and all other material breaches by Client are cured to Bright Power's reasonable satisfaction. This remedy is in addition to any other right or remedy that Bright Power may have. Failure to make payment when due is a material breach of this Agreement. Client acknowledges that the additional costs for the delay in stopping and starting the Project shall be treated as an extra expense and allow Bright Power additional costs in accordance with paragraph one hereof.

26. Exclusions. Both Parties agree that, notwithstanding any other provision of this Agreement the following limitations will apply unless both Parties expressly agree otherwise in writing: (a) Bright Power shall not be responsible for any damage incurred due to nails or screws penetrating the roof deck or for damage incurred to anything secured or attached to the roof deck, joists or any other roofing structure member which becomes loose, unsecured or falls as a result of the Project which is the subject of this Agreement; (b) Bright Power shall not be responsible for any claims, damages or expenses arising from the presence or disturbance of asbestos containing, or toxic materials, or arising out of, or in any way related to biological growth, including, but not limited to, all types of mold, or any other type of contamination of the Property; (c) removal, encapsulation, and/or disposal of any existing asbestos or other hazardous contaminated materials are not a part of this Agreement; (d) Client is responsible for ensuring that the work area is environmentally safe. Nothing herein shall render Bright Power, its affiliates, or their officers, directors, employees or agents liable for any damage to the building, its components, its contents, injury to occupants, interruption of business or loss of revenue or opportunity, including but not limited to all claims, damages or expenses arising out of or in any way related to or resulting from biological growth, including but not limited to, all types of mold or any other type of contamination of the Property. All such liability is expressly excluded and disclaimed.

27. Confidential Information. Each of the Parties agrees that it shall (a) hold in confidence all proprietary and confidential information which it has or may receive from the other party ("Confidential Information"), including, but not limited to, any and all technical, business, and other information which derives value, economic or otherwise, actual or potential, from not being generally known to the public or other persons who can obtain value from its use or disclosure, including technical or nontechnical data, any and all project specifications, audit reports, procedures, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions, models, documentation, techniques, diagrams, flowcharts, devices, methods, client data, financial plans and information regarding the strategies, business plans or operations of Bright Power, current and planned research and development, manufacturing and distribution methods and

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processes, computer software and programs, computer software and database technologies and information, systems, structures and architectures, personnel training and techniques and materials, and any and all notes, analysis, compilations, studies, summaries, and other material prepared by or for Bright Power containing or based, in whole or in part, on any information included in the foregoing ("Trade Secrets"); using a degree of care no less stringent than it uses with its own most confidential information, but in no event less than a commercially reasonable degree of care; (b) not make any disclosure of such Confidential Information to any third party without the prior written approval of the disclosing party; (c) limit access to Confidential Information to only its professional advisors (including lenders, counsel, and advisors) and its officers, directors, or employees to whom disclosure of such information is required for the purposes contemplated in this Agreement or as necessary to operate the business, provided that such individuals will be advised of the confidential nature of the Confidential Information and shall agree to keep confidential the Confidential Information as provided herein; and (d) not use such Confidential Information except for purposes contemplated in this Agreement. This Section is not applicable to any information which (i) the receiving party is authorized by the disclosing party to disclose, (ii) is generally known or becomes part of the public domain through no fault of the receiving party, (iii) the receiving party establishes it received in good faith from a third party having legitimate and unrestricted possession of such information, (iv) is independently developed by the receiving party or its agents without any use of the Confidential Information. The terms of this Section shall survive the termination of this Agreement.

28. Intellectual Property. The Parties agree that: (a) each party shall retain ownership of all intellectual property it had prior to commencement of the Work; (b) any deliverables to be provided to Client as set out in the Proposal (the "Deliverables") shall be owned by Client; (c) all other documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by Bright Power ("Documentation"), which are not the Deliverables, are the property of Bright Power; (d) Bright Power shall retain all common law, statutory and other reserved rights, including copyright and trade secret, applicable to the Documentation; (e) nothing in this Agreement shall prevent Bright Power from using any know-how, methodology, techniques or skills which result from the Work in future projects and Bright Power shall own all intellectual property rights, if any, in such know-how, techniques or skills; (f) all trademarks, service marks and trade names, including logos, identifying Bright Power and its services ("Marks") are the exclusive property of Bright Power; and (g) Client shall take no action that jeopardizes or diminishes the value of Bright Power's Marks. The terms of this Section shall survive the termination of this Agreement.

29. Photographic and Name Rights. Bright Power shall have the right to include photographic or artistic representations of the design of projects subject to this Proposal, as well Client's name, in Bright Power's promotional and professional materials. Such materials shall not include, however, the Client's confidential or proprietary information if the Client has previously advised Bright Power in writing of the specific information considered by the Client to be confidential or proprietary. Should Client hold the copyright in such photographic or artistic representations, Client grants to Bright Power a non-exclusive, perpetual, irrevocable, royalty-free license to use such photographic or artistic representations for promotional and professional materials. The terms of this Section shall survive the termination of this Agreement.

30. Assignment, Right To Subcontract. Neither Party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other Party which shall not be unreasonably withheld, provided that no approval shall be required for an assignment or collateral assignment to (a) a party that is under common control with, controls or is controlled by such Party (an "Affiliate"), (b) a secured lender or other financing part providing financing to such Party, or (c) any acquirer (or Affiliate thereof) of a Party whether by merger, consolidation, reorganization or sale of all or substantially all assets of such Party. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their permitted successors and assigns. Bright Power may subcontract portions of the Work contemplated in this Agreement and shall provide proof of the subcontractor's insurance coverage upon Client's written request.

31. Notices. All notices, consents, demands, requests, approvals and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given if delivered either (1) courier or personal delivery, (2) sent via electronic mail to the Party with receipt acknowledged by the Party, (3) mailed certified first class mail, postage prepaid: (a) if to the Client: at the address set forth below such Client's signature to this Agreement; (b) if to Bright Power: to Jeffrey Perlman, President, Bright Power, Inc. 11 Hanover Square, 21st Floor, New York, NY 10005. A notice shall be deemed to have been received immediately upon delivery if delivered in person, the same business day if delivered by electronic mail and three (3) business days after mailing if by first class mail. The terms of this Section shall survive the termination of this Agreement.

32. Dispute Resolution. In the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto shall consult and negotiate in good faith with each other and attempt to reach a satisfactory solution. If they do not reach settlement within a period of 60 days, then, upon notice by any party to the other(s), the parties agree next to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Agreement Procedures. Any unresolved controversy or claim shall be settled and determined by arbitration before a panel of one (1) arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Client may have rights under the New York State Home Energy Fair Practices Act (HEFPA). Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or <http://www.dps.ny.gov/complaints.html>. The terms of this Section shall survive the termination of this Agreement.

33. Miscellaneous. (a) This Agreement shall be construed in accordance with the internal laws of the State of New York without giving effect to the application of principles of conflicts of laws. (b) If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law (i) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto as nearly as may be possible, (ii) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof, and (iii) any court or arbitrator having jurisdiction thereover will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law. (c) No waiver by either Party of any default in the performance of this Agreement shall apply to or be deemed a waiver of any prior or subsequent default hereunder. (d) This Agreement constitutes the entire agreement between Bright Power and Client with respect to the subject matter hereof, and supersedes all prior written representations, understanding or agreements relating to this engagement. No modification or amendment to this Agreement shall be valid or binding unless in writing and signed by an authorized representative of each Party. (e) This Agreement may be executed and delivered in counterparts, each of which shall be considered an original and both of which shall constitute one agreement. The terms of this Section shall survive the termination of this Agreement.

Comment [JP5]:

DPS UBPDERS Oversight Order-compliant clause.