

**STELLA'S EMERGENCY SERVICES LLC
TERMS OF SERVICE**

LAST UPDATED: 01.17.2023

These Terms of Service (“**Terms**”) shall apply to the provision of any professional services (“**Services**”) provided to you by Stella’s Emergency Services LLC and/or any other subcontractors, employees, trainees and/or any other professional(s) or other affiliated persons (companies or professionals) operating under the Stella’s Emergency Services network, including (*if applicable*), any existing or future corporation founded by Stella’s Emergency Services LLC’s founders (hereinafter collectively, “**Provider**”, “**us**” or “**we**”).

BY ORDERING OR RECEIVING SERVICES (AS APPLICABLE AND WHICHEVER HAPPENS FIRST) PROVIDED BY US IN ANY FORM, YOU, AS A RECIPIENT OF SUCH SERVICES (“**you**” OR “**Client**” OR “**User**”) AGREE TO BE BOUND BY THESE TERMS.

1. Scope of Terms. Provider shall provide for the benefit of the Client certain services (“**Services**”) and/or deliverables (“**Deliverables**”) as set forth in applicable proposals or statements of work agreed to by the parties in writing which references these Terms (each referred to herein as a “**Statement of Work**”), in accordance with the Specifications and schedules included therein. The Services shall be performed, and the Deliverables shall be developed and delivered by Provider in accordance with the highest professional standards. Provider acknowledges that time is of the essence with respect to performance of the Services and the development and delivery of any Deliverables under these Terms.

2. Change Order. Client may, at any time: (a) upon written notice to Provider, revise the Services or Deliverables in a manner which does not materially change the scope of the Services or Deliverables; or (b) request, by means of a written request to Provider specifying the desired change(s), a material change in the scope of the Services or Deliverables, or date of performance agreed to by the parties (each a “**Change Order**”). For the avoidance of doubt, the Client may submit a Change Order via email, and the Provider may accept or counteroffer via email, and the applicable Statement of Work shall be deemed revised accordingly with no further writing of the parties necessary.

3. Fees, Expenses, & Payment. As sole compensation for the Services and the Deliverables, Client shall pay Provider for the Services and the Deliverables in accordance with the payment terms set forth in the applicable Statement of Work, which includes the professional fees as well as the cost of labor and materials. Client acknowledges and that it shall solely be responsible for labor and materials required for the scope of work. Client further acknowledges that the quoted amount for labor and expenses may change due to extenuating circumstances, as such Provider is authorized to make necessary purchases for labor and materials as long as the difference in the quoted amount and actual amount is less than USD 100 or less than an increase in ten percent (10%) of the quoted price, whichever is greater. In receiving payment, Provider may accept security deposits, applicable draws, intermittent payments, or submit a final invoice once the scope of work in the applicable Statement of Work is completed, subject to Client’s Acceptance of the Services or Deliverable(s) as set forth in Article 4. Provider shall be responsible for and shall pay all applicable taxes on amounts paid under these Terms.

4. Acceptance. Provider shall notify Client in writing upon completion of any Services or Deliverables. Client shall evaluate such Services or Deliverables to determine whether they meet the requirements and specifications that are set forth in the Statement of Work or are otherwise agreed upon by the parties in writing (the “**Specifications**”). If Client reasonably determines that a Service or Deliverable does not conform to the Specifications, Client shall notify Provider in writing that it is rejecting the Service or Deliverable and the reasons for such rejection. Provider shall correct any reasonably rejected Service or

Deliverable within a reasonable period. This process shall repeat until the Service or Deliverable conforms to the Specifications, at which point Client shall provide a written notice of acceptance to Provider (“Acceptance”).

5. Independent Contractor.

5.1. Nothing contained in these Terms is intended to give rise to, or gives rise to, a partnership, joint venture, agency, fiduciary, employment, or other relationship between the Parties or imposes upon the Parties any of the duties or responsibilities of partners, joint venturers, or employer-employee, beyond the relationship of independent parties to a commercial contract. Persons furnished by Provider are not employees or agents of Client; such persons shall be solely the employees or agents of Provider and shall be under the sole and exclusive direction and control of Provider. Provider has and is responsible for the employment, supervision, hiring, training and discharge, payment of all fees, salaries, benefits, and other payments to or on behalf of Provider's employees, permitted subcontractors, and others who may provide to Provider at Provider's request any of the Deliverables or Services for which Provider is responsible under these Terms.

5.2. Each party shall be responsible for compliance with all laws, rules, and regulations applicable to it, and Provider is responsible for the compliance of its employees, subcontractors and other agents with all laws, rules, and regulations, including without limitation wage and hour laws.

5.3. With respect to any Services that are subcontracted to or provided by any third party: (i) Provider expressly assumes all liability and responsibility for such subcontractors' and third parties' compliance with, or breach of, the terms of these Terms and any applicable Statement of Work; and (ii) Provider will include a provision in all of its agreements with subcontractors stating that such subcontractors will look to Provider for payment of all fees and costs related to any Services provided under the Terms and will under no circumstances look to any other party, including Client, for payment.

6. Warranties. Provider represents, warrants and covenants that: (a) each Deliverable will provide the functions and perform as intended and in accordance with the specifications as stated in the applicable Statement of Work; (b) it has the full legal right and corporate power and authority to enter into and perform all its obligations under these Terms; (c) it has the requisite licenses for providing the contemplated services under Florida Statutes Title XXXII, Chapter 489; (d) it shall comply with all the terms and conditions of these Terms and all applicable laws, rules and regulations, including, but not limited to, any industry regulations or standards; (e) the Deliverables will be free from defects in material and workmanship under normal use; and (f) the Services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards.

7. Indemnifications. Client agrees to indemnify, defend, and hold Provider and its affiliates harmless from and against any and all third-party claims, lawsuits, investigations or demands, and any and all costs, liabilities, damages and expenses arising therefrom (including amounts paid in settlement and reasonable attorneys' fees), to the extent such claims, lawsuits, investigations or demands arise out of or in connection with: (a) any breach or alleged breach by Client of any provision of these Terms (including, without limitation, any covenants, warranties or representations hereunder); (b) any claims arising from or relating to the rendering of Services or Deliverables; (c) negligence, gross negligence, willful misconduct, fraud or other unlawful act or failure to act by Client or any of its employees, agents or permitted independent contractors.

8. Limitation of Liability. EXCEPT WITH RESPECT TO PROVIDER'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 7, OR EITHER PARTY'S GROSS NEGLIGENCE, OR INTENTIONAL OR FRAUDULENT MISCONDUCT, NEITHER PARTY, NOR ITS RELATED PARTIES, SHALL BE LIABLE TO THE OTHER PARTY, ITS

RELATED PARTIES, OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF USE, OR LOSS OF BUSINESS EXPECTATIONS, EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF, ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THESE TERMS OR THE SERVICES, OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, REGARDLESS OF WHETHER SUCH LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED OR WHETHER THE BASIS OF LIABILITY IS BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION OR ANY OTHER LEGAL THEORY. PROVIDER'S CUMULATIVE LIABILITY TO CLIENT SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL FEES PAID TO PROVIDER IN CONNECTION WITH THIS AGREEMENT AND ANY STATEMENT OF WORK.

9. Term and Termination. Client shall have the right to terminate any applicable Statement of Work, in whole or in part, upon written notice to Provider. In the event of Client's termination without cause, Provider shall be paid only for: (a) Deliverables or Services satisfactorily completed and Accepted by Client; (b) time worked while providing Services, and (c) Client-approved out-of-pocket expenses reimbursable under these Terms as of the effective date of termination. Articles 5 - 12 shall survive the expiration or termination of these Terms.

10. Insurance. All of Provider's activities hereunder shall be at Provider's own risk, and neither Provider nor Provider's employees, agents, officers, directors, staff, or consultants shall be entitled to any benefits under the policies of insurance maintained by Client. Provider shall procure and maintain for itself and its personnel all appropriate insurance coverage required by law, including workers' compensation insurance and all such appropriate risks insurance coverage commensurate with the services to be performed for the benefit of Client to fulfill its obligation under these Terms.

11. Electric Signatures and Legal Notices.

11.1. The Parties consent to providing and receiving notices under these Terms electronically and understands that this consent has the same legal effect as a physical signature.

11.2. Provider may provide notices regarding activity and alerts electronically through Provider's email, or to any subsequent address designated by either Party, on notice to the other Party pursuant hereto, for the purpose of receiving notices pursuant to these Terms. Provider will send notices affecting payment and these Terms through Provider's email and Provider agrees that they will be considered received 24 hours after they are sent. Client may only withdraw consent to receive notices electronically by informing the Provider with thirty (30) calendar day's written notice.

12. General.

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12.1. Successors. These Terms shall be binding on and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs and legal representatives, as the case may be.

12.2. Severability. If any provision, section, or subsection of these Terms is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of these Terms, including any other provisions, section, or subsection.

12.3. Waivers. No waiver or forbearance by either party hereto of any rights under these Terms in any particular instance shall act to preclude such party from exercising those rights in any other instance.

12.4. Governing Law. The interpretation, validity and enforcement of these Terms, and all legal actions brought under or in connection with the subject matter of these Terms, shall be governed by the laws of the

State of Florida (except that any conflicts-of-law principles of such jurisdiction that would result in the application of the law of another jurisdiction shall be disregarded).

12.5. *Dispute Resolution.*

14.6.1. Any disputes, controversies, or differences arising out of or in connection with this contract, including any question regarding its existence, validity, or termination (“**Disputes**”), shall be resolved as follows:

- a. First, by mutual negotiation between the Parties' senior representatives. In the event of a Party notifying the other of a Dispute, each Party shall designate a senior representative with a designation of Director or above and the representatives shall meet, whether physically or virtually, to attempt to resolve the Dispute in good faith.
- b. In the event mutual negotiation fails to resolve a Dispute within thirty (30) calendar days of the Dispute first arising, either Party may refer the dispute for resolution by mediation in Boynton Beach, FL at the MediationWorks, Boynton Beach branch in accordance with its mediation rules for the time being in force (the “**Mediation Rules**”) by a single mediator appointed in accordance with the Mediation Rules. In the event the Parties settle their Dispute through mediation, they shall record their settlement as a binding settlement contract that may be enforced by either Party to the recorded settlement per its terms.
- c. In the event mediation fails to resolve a Dispute within sixty (60) calendar days of the Parties' first meeting with a duly appointed mediator to attempt to resolve the Dispute, either Party finally resolve the Dispute by arbitration administered by the MediationWorks, Boynton Beach branch in accordance with the arbitration rules of the MediationWorks, Boynton Beach branch (“**Arbitration Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be the Boynton Beach, FL. The tribunal shall consist of a single arbitrator. The language of the arbitration shall be English. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by American Arbitration Association and may be made a consent award on agreed terms.

14.6.2. Parties agree that services shall not be suspended pending resolution of disputes. In the event of any Disputes relating to payments under these Terms, Client shall continue to pay undisputed amounts and may withhold only any portion that is disputed and is the subject of any ongoing dispute.

14.6.3. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of these Terms pursuant to this Section 14.6. and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

14.7. *Force Majeure.* Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, or acts of God, in

which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence.

14.8. *Entire Agreement.* These Terms and any applicable Statements of Work (which are hereby incorporated into and made part of these Terms) constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and may not be amended except in a writing signed by a duly authorized representative of each of the respective Parties.

14.9. *Contact.* You may contact us at admin@stellasems.com for any inquiries or requests concerning these Terms or provision of any Services.