

JABOA ENTERPRISES, INC. ADDITIONAL TERMS AND CONDITIONS

Any party contracting with Jaboa Enterprises, Inc. ("Jaboa") by accepting any work order, or estimate, sending an invoice to, or paying an invoice of Jaboa in whole or in part, is agreeing to the following additional terms and conditions ("Additional Terms"). These Additional Terms between Jaboa and the contracting party ("you") along with the underlying work order, estimate or invoice comprise the "Agreement" between Jaboa and you:

1. Modification/Waiver. Work orders, estimates and invoices may only be modified by a writing signed by Jaboa and you. Jaboa, however, reserves the right to make changes to its site, policies, and these Additional Terms at any time, in which event Jaboa will notify you of such changes or updates, and your entering into an Agreement with Jaboa after the date of such notice constitutes your acceptance of the revised Additional Terms. Failure by either party to enforce any right or seek to remedy any breach under an Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

2. Notices. All notices under an Agreement shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by regular mail, or overnight courier, and shall be sent to the addresses identified in an Agreement, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt (by automated confirmation or substantive reply by the recipient).

3. Forms. These Additional Terms apply to invoices received by Jaboa from you. These Additional Terms shall control and shall supersede and no other terms and conditions shall be valid unless Jaboa otherwise agrees.

4. No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under an Agreement or permit the same to be transferred, assigned, or encumbered by operation of law or otherwise, without the prior written consent of the other party. Any purported assignment in violation of these Additional Terms shall be null and void.

5. No Third-Party Beneficiaries. These Additional Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of an Agreement.

6. Governing Law and Dispute Resolution.

(a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any claim, dispute or controversy arising out of or relating to the interpretation, application or enforcement of this Agreement, or any breach of this Agreement, shall be settled by arbitration to be held in the Commonwealth of Pennsylvania, Lehigh County, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association or its successor.

(b) Any discrepancy, dispute, or disagreement by you with respect to any service provided, or amount charged, under an Agreement must be reported to Jaboa, in writing, within forty-five (45) days of the invoice date. Time is of the essence hereof and any failure by you to notify Jaboa will constitute a waiver by you of any and all claims or causes of action arising therefrom or related thereto.

7. Severability. Whenever possible, each provision of an Agreement and these Additional Terms shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of an Agreement or any of these Additional Terms is held invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

8. Integration. The work order, estimate or invoice and these Additional Terms comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings, and discussions between the parties relating to the subject matter of that Agreement.

9. Survival. Provisions of an Agreement and these Additional Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the Governing Law, Indemnification, Limitation of Liability, and Survival provisions.

10. Conflict. In the event of a conflict between the Agreement and a written contract signed by both parties covering the subject matter contained in the Agreement, the terms of the Agreement shall control. Any other ambiguities shall be resolved with the most reasonable and legally valid construction, without regard to authorship of such provisions.

11. Collections and Attorney's Fees. You shall pay all reasonable attorney's fees and collection costs which Jaboa incurs to collect any amounts owed to it by you which are more than ten (10) days past due. You also agree to pay a monthly late payment charge in the amount of one and one-half percent (1.5%) per month on all amounts which are not paid to Jaboa when due.

12. Indemnification. You agree to defend, indemnify, and hold harmless Jaboa, as well as each of its officers, directors, partners, agents, servants, employees, successors, and assigns (collectively the "Indemnitees") from and against any and all claims, damages, losses, costs, and expenses of any kind, including but not limited to attorneys' fees, incurred by reason of any liability for damage because of bodily injury, including death, resulting from such injuries, or property damage to real and personal property of any kind whatsoever, sustained by any person or persons, resulting from, arising out of, or occurring in connection with the performance of the services provided for in the Agreement, together with any change orders or additions to the services included in the Agreement.

13. Limitation of Liability. In no event shall Jaboa be liable for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, arising out of or relating to this Agreement, regardless of whether Jaboa knew or had reason to know of the possibility thereof and notwithstanding any failure of the essential purpose of any limited remedy, or be subject to equitable remedies or injunctive relief. The maximum liability of Jaboa arising out of this Agreement, whether the cause of action arises in contract, tort, or otherwise, shall not exceed the aggregate amount paid by you to Jaboa under the Agreement.

14. Waiver. Any waiver of rights resulting from breach of any provision of these Additional Terms shall not be deemed to constitute a waiver of rights resulting from any previous or succeeding breach of the same or any other provision.

15. Warranty of Services. EXCEPT AS SPECIFICALLY SET FORTH IN AN INVOICE OR WORK ORDER OR IN THESE ADDITIONAL TERMS, THE SERVICES PROVIDED BY JABOA UNDER THE AGREEMENTS, ARE PROVIDED "AS IS," AND JABOA DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES AND DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, ACCURACY, OR COMPLETENESS. JABOA MAKES NO WARRANTY (i) THAT THE SERVICES PROVIDED BY JABOA WILL MEET YOUR REQUIREMENTS, (ii) THAT THE SERVICES WILL RESULT IN ANY FINANCIAL BENEFIT TO YOU, OR (iii) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, COMPLETE, SECURE, OR ERROR-FREE.