

Project Authorization Order (PAO)

Order Number: 2732.1001.P ☒ New Authorization ☐ Change Order to Previous Auth. No. _____

Date : 05/09/2025 Expiration Date : 08/09/2025

Company Name: Fort Mill School District Address: 2233 Deerfield Drive, Fort Mill, South Carolina, 29715

Contact Name: Joe Burke Title: Chief Communications Officer Phone: (803-548-8288) Email: burkej@fortmillschools.org

Project Title: Fort Mill School District, Air Quality Support Services

Purpose/Scope

Citadel EHS, Inc. (Citadel) is honored to submit this proposal to the Fort Mill School District (the District or Client) in support of the health and safety of its school community. This engagement will focus on proactive air quality support and stakeholder engagement for **Flint Hill Elementary and Middle Schools, located at 392 Gold Hill Road and 360 Gold Hill Road*** in Fort Mill, South Carolina.

We recognize that the District is taking thoughtful and forward-looking steps in response to community concerns about the Silfab Solar manufacturing facility, currently under construction approximately 1,300 feet from the school campus. As environmental health professionals—and as people who deeply value safe learning environments—we commend the District's commitment to listening, preparing, and acting transparently.

To support this effort, Citadel will begin with a review of documentation, including Silfab's air permits, emissions modeling, chemical inventory, and emergency protocols, along with the District's HVAC specifications, maintenance records, and internal safety plans. These findings will inform the development of an air quality monitoring and sampling plan, as well as recommendations to strengthen emergency preparedness, where appropriate. Our goal is to provide clear, actionable information that supports both risk management and public confidence.

This proposal represents the first phase of a larger strategy. While the current scope focuses on planning and design, a follow-up proposal will cover implementation—including indoor and outdoor air quality sampling, laboratory analysis, and interpretation of results by a Citadel Certified Industrial Hygienist (CIH).

Additionally, the District may choose to pursue the WELL Health-Safety Rating for **Flint Hill Elementary and Middle Schools*** as part of its broader wellness goals. This optional task would include a WELL gap analysis, documentation review, and support for certification including an independent validation of operational policies that support health, safety, and transparency.

* Indicates updates made on 6/9/25 to proposal to correct errors.

TASK 1: DOCUMENTATION REVIEW & AIR QUALITY MONITORING PLAN DEVELOPMENT

Citadel will initiate the project with a comprehensive review of both external and internal documentation to identify potential contaminants of concern that will inform the design of a tailored air quality monitoring and sampling plan for **Flint Hill Elementary and Middle Schools**.^{*} This task is foundational to the overall strategy and is designed to identify relevant sources of airborne contaminants, evaluate the schools' current capacity for exposure mitigation, and ensure that subsequent sampling efforts are informed and defensible.

Citadel has allocated up to 30 hours for document review and plan development. This task will be led by a CIH and supported by environmental professionals with expertise in air quality and toxicology.

Subtask 1.1: External Documentation Review – Silfab Solar Facility

Citadel will review publicly available and District-provided documents related to the Silfab Solar facility to identify potential airborne emissions.

This includes:

- Air permits and emissions modeling
- Chemical inventory and Safety Data Sheets (SDSs)
- Operational descriptions and process information
- Emergency response and risk management plans

Subtask 1.2. Internal Documentation Review – District Systems and Protocols

In parallel, Citadel will review District documents to assess the buildings' capacity to maintain healthy indoor air quality and respond effectively to external environmental threats.

This includes:

- HVAC system specifications, setpoints, and air filtration details (e.g., MERV 13 filters, displacement ventilation, carbon dioxide controls)
- Maintenance schedules and air quality-related operations
- Existing safety and emergency preparedness protocols

This dual-track review ensures that the monitoring plan addresses both external emission sources and internal resilience factors.

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Subtask 1.3: Monitoring and Sampling Plan Development

Findings from the documentation review will inform the development of a site-specific air quality monitoring and sampling plan. The plan will address both indoor and outdoor environments and focus on identifying and characterizing potential exposures of students, faculty, and staff.

Key components of the plan will include:

- **Sampling Objectives:** Clear goals that align with known or potential sources of concern
- **Target Contaminants:** Identification of potential air quality parameters of concern based on site context and surrounding operations
- **Sampling Locations:** Strategic placement of monitors inside and outside the school, accounting for HVAC zones and occupancy patterns
- **Sampling Methodology:** Selection of lab-based and real-time instruments, aligned with recognized industrial hygiene and environmental standards
- **Sampling Schedule:** Phased timing tied to key milestones (pre-occupancy, post-occupancy, Silfab start-up, quarterly cycles)
- **Quality Assurance/Quality Control (QA/QC):** Procedures to ensure data reliability and defensibility

The resulting plan will serve as a practical and actionable roadmap for future implementation, supporting the District's goals of proactive air quality management, transparent communication, and the protection of both student and staff health.

TASK 2: COMMUNITY & STAKEHOLDER ENGAGEMENT

Citadel understands that building trust requires more than technical planning—it depends on clear communication, inclusive dialogue, and meaningful opportunities for engagement. Education and collaboration are essential to ensuring that balanced, science-based information is available to the community and that families, staff, and stakeholders feel informed, understood, and supported throughout the process.

This task supports the District's commitment to transparency by facilitating structured engagement with District-identified stakeholders during the development of the air quality monitoring strategy and review of safety and emergency preparedness practices. Engagement may also include informational sessions with the broader community to explain the goals of this initial planning phase and outline forthcoming phases of the project. The design and approval of the technical sampling plan will remain the responsibility of the District and Citadel's qualified team, ensuring alignment with project scope and priorities.

Engagement activities will be led by Citadel's Environmental, Social, and Governance (ESG) Practice Lead, Julie Wojnowski and supported by Environmental Compliance and Industrial Hygiene Practice Leaders, including oversight by a CIH, with support from technical team members, and members of Citadel's executive leadership team, as needed.

Key Activities May Include:

- **School Board Presentations:** Briefings to explain project goals, progress, methods and timelines
- **Internal Stakeholder Meetings:** Conversations with administrators, educators, and facilities staff to gather input, address building-specific concerns, and ensure alignment between technical planning and daily operations.
- **Parent and Community Information Sessions:** Facilitated sessions to inform families on the District's response strategy and the steps being taken to protect student and staff well-being.

These engagement efforts are designed to enhance transparency, support informed participation, and foster trust between the District and its community as it plans for both existing environmental conditions and long-term resilience.

TASK 3: WELL HEALTH-SAFETY RATING PURSUIT (OPTIONAL)

To further demonstrate its commitment to health, safety, and transparency, the District may choose to pursue the WELL Health-Safety Rating for Flint Hill Schools. Developed by the International WELL Building Institute (IWBI), this credential verifies that operational policies support air quality, emergency preparedness, cleaning protocols, and stakeholder engagement. In addition to strengthening internal practices, WELL provides a public demonstration of the District's rigor, integrity, and leadership in creating safe, high-performing school environments.

This task builds on the foundational work of air quality planning and stakeholder engagement in Tasks 1 and 2. Citadel proposes allocating up to 20 hours to support the District in evaluating its readiness, identifying feasible certification pathways, and preparing the documentation necessary for WELL submission, if pursued.

Notably, other leading education organizations have embraced this standard at scale—including Fairfax County Public Schools, which achieved the WELL Health-Safety Rating for over 200 school facilities, and KinderCare, which earned the rating for more than 1,500 early childhood education centers nationwide. These examples underscore the growing recognition of WELL as a meaningful and achievable benchmark for health-first school operations.

Key Activities Will Include:

- **Gap Analysis:** Review the District's existing policies, procedures, and building-level practices to assess alignment with WELL Health-Safety Rating features. Citadel will identify areas of strength as well as opportunities for improvement or clarification.
- **Documentation Preparation and Support:** Assist with the collection, formatting, and organization of supporting documentation for selected WELL features. This may include policies related to air quality management, emergency preparedness, cleaning practices, and community engagement.
- **Documentation Submission and Review:** Coordinate the submission of WELL documentation through IWBI's platform and provide oversight throughout the third-party review process. Citadel

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will respond to comments and help facilitate any additional documentation or clarification needed to support certification.

By pursuing the WELL Health-Safety Rating, the District can further reinforce its proactive approach to environmental health—offering staff, families, and the broader community meaningful assurance through a recognized third-party framework.

Deliverable

Within three weeks of receiving the District's notice to proceed and executed contract, Citadel will deliver a draft air quality monitoring and sampling plan. A final version of the plan will be submitted within two weeks of receiving all consolidated District comments.

The following additional deliverables will be provided as part of this scope of work:

Task 1: Documentation Review and Plan Development

- Meeting with the District to review findings from the documentation review and align on the scope and design of the sampling plan
- Final air quality monitoring and sampling plan, including:
 - Target contaminants and sampling objectives
 - Indoor and outdoor sampling locations
 - Sampling methods and instrumentation
 - QA/QC protocols and phased sampling schedule

Task 2: Stakeholder Engagement

- One school board presentation (slides + speaker)
- One parent/community information session (materials + summary)
- One internal stakeholder meeting (agenda + summary notes)

Task 3: WELL Health-Safety Rating (Optional)

- WELL Health Safety Rating gap analysis report
- Draft documentation package for selected WELL features
- Support for submission and IWBI reviewer coordination

Cost

Citadel offers to perform the scope of work for the fixed fees outlined in the *Services & Fees Breakdown* table below. Fees are inclusive of all labor, equipment, project management, administration, and quality review.

Changes and/or expansion to scope may result in a change order request.

Services & Fees Breakdown			
Task	Task Description	Citadel Fee	WELL Rating Fee
1.0	Documentation review & air quality monitoring plan development	\$9,900	N/A
2.0	Community & stakeholder engagement		
3.0	Well health-safety rating pursuit (optional)	\$3,600	\$4,200
Total		\$13,500	*\$17,700

(*) Indicates Citadel total (\$13,500) plus WELL Rating Fee (\$4,200) equals \$17,700 total

Assumptions

- This proposal does not include implementation of the sampling plan. A separate proposal will be provided once the plan is finalized.
- The Sampling & Monitoring Plan will be based upon documentation provided by the School District.
- The WELL Health **Safety*** Rating is awarded by IWBI.

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Disclaimer

The services to be performed by Citadel Environmental Services, Inc. ("Citadel"), d.b.a. Citadel EHS, in connection with this Proposal will be performed in accordance with generally and currently accepted engineering practices and principles; provided, however, Citadel will complete such services as directed by the Client and therefore such services will be limited in purpose and scope. The procedures and methodologies to be used by Citadel in its performance of services, and any recommendations as a result thereof, are not intended to meet the requirements under any specific laws or regulatory guidelines unless expressly set forth in this Proposal.

During its performance of the services, Citadel will rely on the information and data provided by or on behalf of Client and will assume all such information and data is correct and complete.

Citadel disclaims any inaccuracy in any deliverables provided pursuant to this Proposal because of any part or parcel of property to which Citadel was not provided access, or which was concealed, including, but not limited to, wall cavities/chases, ceiling plenums, below floor finishes, crawlspaces, below grade, beneath existing structures, or behind electrical panels.

EXCEPT FOR ANY WARRANTIES EXPRESSLY SET FORTH IN THIS PROPOSAL, CITADEL MAKES NO WARRANTIES HEREUNDER WITH RESPECT THE SERVICES, EXPRESS OR IMPLIED, AND CITADEL HEREBY DISCLAIMS ALL OTHER WARRANTIES.

All testing and remediation methods have reliability limitations, and no method nor number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized. Reliability of testing or remediation varies according to the sampling frequency and other service variables that are selected by Client. Citadel shall not be at fault or liable for any such limitations.

Budget Conditions

Estimated completion date: July 2025

Stephane Karp

Junior Project Manager, ESG &

Prepared by: Sustainability

Reviewed by: Kier DeLeo, COO

Signature: Stephane Karp

Signature: Kier DeLeo

Authorization

Work will be performed pursuant to Citadel's Terms and Conditions (attached). Citadel cannot commence work until the following authorization is completed by a client representative duly authorized to approve a Purchase Order or Change Order in the amount specified above. A signed PO/CO must then be sent to Citadel by email or US mail.

PO/CO #:

Name/Title: Dr. Chuck Epps, Superintendent


Authorized Signature

5-12-25

Date

Proposal updated 6/9/25

Payment

Client will pay Citadel Environmental Services, Inc. (Citadel) for services and expenses in accordance with these attached terms and conditions (together with the Proposal, this "Agreement") upon delivery of a written invoice from Citadel for such services and expenses. Invoices are past due after 30 calendar days from delivery of such invoices. Past due amounts are subject to a charge on the outstanding balance of eighteen percent (18%) per annum or the maximum amount permissible by law. Client shall pay Citadel's reasonable attorney's fees and all other reasonable costs and expenses associated with the collection of outstanding invoices. Client's obligation to pay for the services contracted for is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, Client's acceptance of Citadel's services, or upon Client's successful completion of any project. Client shall remain obligated to pay Citadel for the contracted services even though testing results and/or the report may contain conclusions unfavorable to Client's interests.

Standard of Care, Warranty Disclaimer, Pre-Existing Conditions

Citadel warrants that it will perform services for Client using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services in such industry under similar conditions and timeframe, and in the same locality as the site(s) where the services are performed by Citadel (the "Site"). OTHER THAN THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE AND ANY WARRANTIES EXPRESSLY SET FORTH IN THE PROPOSAL, ALL OF WHICH SHALL EXPIRE 12 MONTHS FOLLOWING PERFORMANCE OF THE SERVICES, CITADEL MAKES NO WARRANTIES HEREUNDER OR THEREUNDER WITH RESPECT TO THE SERVICES OR ANY DELIVERABLES PROVIDED IN CONNECTION THEREWITH, EXPRESS OR IMPLIED, AND CITADEL HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

Prior to Citadel commencing performance of the services, Client shall provide Citadel with copies of any environmental studies, reports, and impact statements in Client's possession, and shall continue to provide any such materials promptly as they become available thereafter, in each case relating to any pre-existing hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions (the "Hazardous Conditions") at the Site. Client acknowledges that Citadel has neither created nor contributed to, and has no liability in connection with, the creation or existence of any Hazardous Conditions, whether known or unknown, and Citadel's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to, contamination by, or the presence of such Hazardous Conditions. Accordingly, Client waives any Claim (defined below) against Citadel, its affiliates, and their respective officers, directors, employees, agents, and subcontractors (collectively, the "Citadel Parties") with respect to such Hazardous Conditions. If Citadel encounters a Hazardous Condition or other dangerous Site condition not addressed in the Proposal, including Client's failure to comply with Applicable Laws (defined below) related to the Site, Citadel may, upon recognizing the condition, stop work in the affected area and notify Client. In such event, any delay in Citadel's performance of work will be deemed a Force Majeure (defined below). When Citadel determines, in its discretion, that the material, substance or condition has been rendered harmless, Citadel shall resume work in the affected area.

Prior to Citadel commencing performance of the services, Client will assist Citadel in conducting a walk-through of all Sites where Client intends to do subsurface investigation and/or excavation in the field. During its performance of services hereunder, Citadel will take reasonable precautions to avoid damaging buried structures and utilities of which Citadel is notified in advance in writing.

In connection with Client's performance under this Agreement, Client shall comply with all laws, statutes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, and interpretations of any governmental authority applicable to Client or the Site ("Applicable Laws"), including permits, and environmental, health and safety laws. Insofar as jobsite safety is concerned, Citadel is responsible solely for Citadel Parties' activities on the Site, but this shall not be construed to relieve Client or any independent construction contractors from their responsibilities for maintaining a safe Site or otherwise complying with Applicable Laws. Unless set forth in the Proposal, neither professional activities of Citadel, nor the presence of Citadel Parties, shall be construed to imply Citadel has any responsibility for methods of work performance, supervision, sequencing of construction, or safety in, on or about the Site for any persons other than the Citadel Parties.

Client shall provide Citadel Parties the right to enter from time to time property owned by Client in order for Citadel to fulfill the scope of services indicated hereunder. Client waives the right to make any Claim against any Citadel Party related to any part or parcel of property to which Citadel is not provided access, or which is concealed, including, but not limited to, wall cavities/chases, ceiling plenums, below floor finishes, crawlspaces, below grade, beneath existing structures, or behind electrical panels. Client further understands and agrees that Citadel shall not be responsible to pay any costs incurred by Client to correct any damage to Client's property caused by Citadel's equipment, except to the extent such damage was caused by the gross negligence or willful misconduct of Citadel Parties.

Citadel is solely responsible for the performance of this Agreement and none of its directors, officers, employees or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence, except for acts of gross negligence, intentional torts, or willful misconduct.

Limitations of Method Reliability

Client recognizes and agrees that all testing and remediation methods have reliability limitations and that no method nor number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized. Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency and other service variables selected by Client and that factors other than reliability, including cost, have been considered in Client's selection of services. Client agrees that it has knowledgeably accepted these limitations and that Citadel shall not be at fault or liable for any such limitations.

Client recognizes that Citadel uses the industry standard technology at the time the services are performed and commonly accepted industry standards, practices and procedures in the performance of its responsibilities to Client.

Limitations

Client agrees that Citadel will not be held liable for future changes in industry standards, practices and procedures, nor for revelations or changes in technology. In no event shall Citadel be liable for latent or hidden conditions not directly observed by Citadel. NOTWITHSTANDING ANY OTHER PROVISION UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY OF CITADEL UNDER OR IN RELATION TO THIS AGREEMENT AND THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (A) \$50,000.00 AND (B) THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE SERVICES PERFORMED UNDER THE PROPOSAL. IN NO EVENT SHALL CITADEL BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, IN EACH CASE, LOST REVENUES OR PROFITS), WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT CITADEL WAS ADVISED OF SUCH LOSSES/DAMAGES IN ADVANCE, ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR THE SERVICES OR DELIVERABLES IN CONNECTION THEREWITH, AND WHETHER SUCH LIABILITY IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY OR OTHERWISE).

Claims

Client shall pay, in addition to any indemnification obligations of Client hereunder, Citadel's costs (including attorney's fees and court costs) of defending itself against any Claims Client or any third party makes against any Citadel Party related to the services performed pursuant to this Agreement that are not adjudicated to be valid.

Indemnity

In performing its services under this Agreement, Citadel shall be deemed to be acting as an independent contractor, and only to the extent and specific purposes set forth in this Agreement. Nothing herein shall, at any time, be construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture partner, between Client and Citadel. Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, and subcontractors

(the "Indemnified Parties") from and against any and all losses, damages, liabilities, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees and expenses and court costs) (collectively, "Losses") arising out of or resulting from any claim, demand, suit, or other action (including by any governmental authority) ("Claims"), in each case incurred in connection with or arising out of (a) the negligence or willful misconduct of the Indemnifying Party, its affiliates, or their officers, directors, employees, agents, or subcontractors, (b) the breach of any representation, warranty or covenant under this Agreement by the Indemnifying Party, and/or (c) if Client is the Indemnifying Party, (i) the presence or release of, exposure to, or exacerbation of, any Hazardous Condition at the Site, including related to Citadel's performance of services hereunder, and/or (ii) buried structures and utilities of which Client did not promptly notify Citadel, which were not properly located on plans furnished to Citadel or which were not properly located by locating companies called to the Site by or on behalf of Client to identify such structures and utilities, except, for each of items (a)-(c), to the extent arising from the negligence or willful misconduct of the Indemnified Party.

Termination; Suspension of Services

If Client breaches any representation, warranty or covenant in this Agreement, and fails to cure such breach within 15 days after Citadel notifies Client of such breach, Citadel may, at its option (a) terminate this Agreement, or (b) if such breach is a failure to pay any outstanding invoice, in whole or in part, suspend its performance of services until such amounts have been paid in full, and in each case pursue all rights and remedies available at law or in equity. Upon termination of this Agreement, Client shall immediately pay Citadel all amounts outstanding for services performed through the date of termination.

Confidentiality

Each party shall treat all Confidential Information of the other party (the "Disclosing Party") as strictly confidential and wholly owned by the Disclosing Party, and shall not use, distribute, disclose, reproduce or otherwise communicate any Confidential Information to any person for any purpose other than in accordance with the terms of this Agreement, unless (a) required to disclose such information by judicial or administrative process or by other requirements of applicable law, in which event the non-Disclosing Party shall use its reasonable efforts to provide the Disclosing Party with prompt prior notice thereof, (b) required by a governmental authority to be included in a publicly filed document, including in connection with a permit application, or (c) disclosed to those of its employees, officers, directors, agents, representatives, independent contractors, applicable governmental authorities and affiliates who need to know such Confidential Information for a purpose reasonably related to the performance of this Agreement; provided, that any recipient of Confidential Information shall agree to keep Confidential Information confidential on terms similar to those contained in this paragraph and the non-Disclosing Party shall be liable for any breach of these provisions by such recipient. "Confidential Information" means all information supplied by any party to the other hereunder or in connection herewith (w) which is marked as "proprietary" or "confidential," (x) which is supplied orally with a contemporaneous confidential designation, or (y) which is known or should be known by the receiving party to be confidential or proprietary information or documentation of the Disclosing Party. Notwithstanding the foregoing, Confidential Information shall not include information which: (1) at the time of disclosure to the receiving party is in the public domain or thereafter enters the public domain through no breach of this Agreement by the receiving party; (2) is already known by the receiving party at the time of disclosure by the Disclosing Party and such information is not otherwise subject to any confidentiality obligations of the receiving party; (3) is received from a third party who, to the receiving party's knowledge, may disclose such information without violation of any confidentiality obligation; or (4) is independently developed by the receiving party without reference to the Disclosing Party's Confidential Information. All concepts, improvements, designs, works of authorship, processes, software code, databases, or other results, deliverables and materials made, created, authored or developed by or on behalf of Citadel in connection with its performance of services under this Agreement are the sole and exclusive property of Citadel.

Restrictive Covenant

Citadel is not an employment agency. Its services are provided at great expense to Citadel. In consideration thereof, during the term of this Agreement and for the twelve (12) month period immediately following the period for which a Citadel employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such employee to leave the employ of Citadel, or hire or engage such employee. If any employee provided by Citadel to Client is engaged by Client to perform services, either directly or indirectly, within twelve (12) months of that employee's last day of work at Client through Citadel, the Client will pay Citadel, as an employment finder's fee, an amount equal to 50% of the employee's first year salary, including bonuses, with Client. The parties agree that the finder's fee as described in this Agreement are a genuine estimate of Citadel's foreseeable costs to replace and train a replacement employee.

Miscellaneous

All consents, notices, or other communications hereunder shall be (a) sufficient if given in writing and delivered in person or by email, overnight courier, or certified mail, postage prepaid, return receipt requested, to the receiving party at the address or email address listed on the Proposal, with a copy to the chief executive officer of the receiving party, or to such other address or email address as such party may have given to the other by notice pursuant to this paragraph; and (b) deemed delivered, given, and received (i) on the date of delivery, in the case of delivery via personal delivery or email, (ii) on the delivery or refusal date, as specified on the return receipt in the case of certified mail, or (iii) on the tracking report, in the case of overnight courier.

To the extent a party is rendered wholly or partly unable to perform, or is delayed in the performance of, its obligations under this Agreement due to an event that (a) is beyond its reasonable control, and (b) is not the result of negligence, willful misconduct, breach of contract, or intentional act or omission of the affected party (a "Force Majeure"), such failure to perform or delay in performance will not constitute a default under this Agreement and if a Force Majeure delays Citadel's ability to meet any deadline for the performance of services, Citadel shall be entitled to a day-for-day extension of such deadline until such Force Majeure is removed.

The validity, interpretation, and enforcement of this Agreement will be governed by the laws of the State of California without giving effect to the choice of law doctrine. Any suit, action or other legal proceeding by or against any party with respect to or arising out of this Agreement shall be brought in any state or federal court in Los Angeles County, California. IN ALL CASES, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS AND DISPUTES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IF CLIENT VIOLATES, OR THREATENS TO VIOLATE, THE CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN, CITADEL MAY SEEK, AT VENDOR'S SOLE COST, IMMEDIATE AND PERMANENT INJUNCTIVE RELIEF IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES CITADEL HAS AT LAW OR IN EQUITY, AND POSTING OF A BOND OR CASH SHALL NOT BE REQUIRED AS A PRE-CONDITION TO SUCH RELIEF.

Except as otherwise stated herein, the terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person. Client may not assign or otherwise transfer this Agreement or any obligation hereunder without providing advance written notice to Citadel.

The remedies of the parties hereunder are cumulative and in addition to all rights and remedies at law and in equity. No delay in exercising or failure to exercise a right or remedy shall impair that or any other right or remedy or be construed as a waiver of any such right or remedy. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, usages of trade, and courses of dealing. This Agreement may be altered, amended or waived only by the written agreement of an authorized representative of each party. If any provision of this Agreement is held void or unenforceable, the remaining provisions shall remain in full force and effect.

In the event of a conflict between these Terms and Conditions and the Proposal, these Terms and Conditions shall apply unless the specific provision of the Proposal states otherwise. The provisions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.