



Commercial Natural Gas & Electricity Supply Agreements

CUSTOMER INFORMATION

PROGRAM CODE CMD015, MDV001

These Agreement(s) are for natural gas and/or electricity supply service between SFE Energy Maryland, Inc. ("SFE") and the Business Legal Name ("Applicant") as outlined below.

Business Legal Name ("Applicant"): _____

Mr. Ms. Mrs. Contact First Name: _____ Contact Last Name: _____

Phone: _____ Ext: _____ Cell: _____ Fax: _____ Email: _____
Preferred method of contact? Yes No

Service Address: _____
Street Address

City: _____ MD _____ - _____
State Zip

Billing Address (if different from Service Address): _____
Street Address

City: _____ - _____
State Zip

ELECTRICITY	
<input type="radio"/> BGE <input type="radio"/> Delmarva <input type="radio"/> PEPCO <input type="radio"/> Potomac Edison	Tax Exempt Form Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Fixed Price _____ month(s) at \$ _____ /per kWh	
<input type="checkbox"/> Variable Month to Month Price per kWh (price will vary monthly)	
<input type="checkbox"/> Requested Supply Date _____ MONTH _____ YEAR OR <input type="checkbox"/> ASAP	
(Offer is valid until _____ MONTH _____ DAY _____ YEAR ; Time _____)	
Estimated Annual Usage _____ Schedule A Attached <input type="checkbox"/> Yes Number of Locations: _____	
Electricity Account #(if only one account) _____	

NATURAL GAS	
<input type="radio"/> BGE <input type="radio"/> Washington Gas	Tax Exempt Form Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Fixed Price _____ month(s) at \$ _____ /per therm	
<input type="checkbox"/> Variable Month to Month Price per therm (price will vary monthly)	
<input type="checkbox"/> Requested Supply Date _____ MONTH _____ YEAR OR <input type="checkbox"/> ASAP	
(Offer is valid until _____ MONTH _____ DAY _____ YEAR ; Time _____)	
Estimated Annual Usage _____ Schedule A Attached <input type="checkbox"/> Yes Number of Locations: _____	
Gas Account # (if only one account) _____	

CUSTOMER DISCLOSURE STATEMENT

- SFE is licensed by the Maryland Public Service Commission ("MPSC") to offer and supply natural gas (MPSC License Number IR-3221) and electricity supply services (MPSC License Number IR-3220) in Maryland.
- SFE sets the prices ("Price") that the Applicants pays for natural gas supply and/or electric generation service for the program ("Program") (see Terms and Conditions for further details)
- The Applicant will receive one bill from the Applicant's Natural Gas Utility ("NGU") and/or Electricity Distribution Company ("EDC") for distribution charges and natural gas supply charges or electricity supply service.
- The Applicant will buy their natural gas and/or electric supply services for the Service Address above and/or the Service Address(es) as outlined in the Schedule A from SFE beginning on a date set by the Applicant's NGU/EDC based on the Requested Supply Date above and will continue for the number of months as selected above, unless there is a delayed start due to reasons within the SFE's control, in which case service will continue for the number of months from the initial Requested Supply Date above.
- If the Applicant selected a Fixed Price, SFE may renew, including automatic renewals, one or both of the Agreement(s) at the end of the term. Please refer to Section 10 of the Terms and Conditions for details.
- If the Applicant selected a Fixed Price and early terminates the Agreement(s), exit fees of \$0.18 per therm for the estimated usage of natural gas and/or \$0.015 per kWh for the estimated usage of the electricity supply service for the remainder of the Agreement shall apply.

APPLICANT AWARENESS: The Applicant understands that the Sales Representative is representing SFE and is not from the NGU/EDC. The Applicant understands that by choosing SFE as their natural gas and/or electricity supplier, the NGU/EDC will continue to deliver the Applicant's natural gas and/or electricity supply service, read the Applicant's meter, bill the Applicant, and respond to any emergencies. The Applicant is the account holder and/or the Contact authorized to make account decisions.

(By signing below, the Applicant agrees to purchase natural gas supply and/or electricity supply service from SFE and acknowledges that they have read the Agreement(s) and understand and agree to the Terms and Conditions of the Agreement.)

Contact Signature _____ Contact Print Name _____ Title _____ Signing Date: _____ MONTH _____ DAY _____ YEAR
(I have authority to bind the Applicant to this Agreement)

Sales Representative Signature _____ Sales Representative Print Name _____ Sales Representative ID Number _____

Office Use Only			
SFE Representative Signature (Counter Sign) _____	Contact Print Name _____	Title _____	Signing Date: _____ MONTH _____ DAY _____ YEAR
Please email the completed form as a saved pdf to commercial@sfeenergy.com			TPV Confirm # _____

--To: SFE Energy Maryland, Inc. ("SFE") and the local Natural Gas Utility and Electric Distribution Company ("NGU/EDC") for the Service Address on the Agreement(s) or Schedule A (if applicable).

TERMS AND CONDITIONS

1. Agency. The Applicant hereby appoints SFE as agent for the purposes of (i) acquiring the supplies necessary to meet the Applicant's natural gas and/or electricity supply, and (ii) arranging, contracting for, and/or administering transmission, distribution and related services over transportation/transmission facilities and those of the NGU/EDC needed to deliver natural gas and/or electricity supply service to the Applicant's Service Address. The Agreement(s) is/are for the sale and purchase of natural gas and/or electricity supply service and is between SFE and the Applicant under which the Applicant shall initiate natural gas and/or electricity supply service and begin enrollment with SFE (the "Agreement(s)"). Subject to the Terms and Conditions of the Agreement(s), SFE agrees to sell and deliver, and the Applicant agrees to purchase and accept, the quantity of natural gas and/or electricity supply, as estimated by SFE, necessary to meet the requirements based upon consumption data obtained by SFE or the delivery schedule of the Applicant's NGU/EDC. The amount of natural gas and/or electricity supply delivered under the Agreement(s) is/are subject to change based upon data reflecting the Applicant's consumption obtained by SFE or the NGU/EDC delivery schedule.

2. Length of Agreement(s). The Applicant acknowledges that the commencement of the Agreement(s) begins on the date in which the Applicant has signed the Agreement(s) ("Start Date"). If a specific Supply Date is requested on the first page of the Agreement(s), SFE shall use reasonable commercial efforts to attempt to flow on or as close to that date as possible. The Applicant acknowledges that the service under the Agreement(s) depends upon the date on which the Applicant's NGU/EDC completes all applicable switching and enrollment processes ("Supply Date") and that SFE shall, where commercially reasonable, submit any such enrollments to the NGU/EDC in a timeframe accommodating to the NGU/EDC to meet such Supply Date. The Applicant further acknowledges that SFE makes no warranties as to the Applicant's Supply Date. The end date of the Agreement(s) is the meter reading date after the entire term of the Agreement(s) ("End Date") (as selected by the Applicant on the first page of the Agreement) from the Supply Date, plus any time required to obtain a final meter read. The Term of the Applicant Agreement(s) is the period from the Supply Date to the End Date.

3. Natural Gas and/or Electricity Billing. The Applicant acknowledges that their NGU/EDC will bill them for the natural gas and/or electric supply delivered to the Service Address(es) and for certain distribution access charges, and any other fees, charges or taxes relating to the delivery of natural gas and/or electric supply delivered to the Service Address(es) and that the type and frequency of such billing will be in accordance with the Applicant's NGU/EDC billing practice and the Applicant's NGU/EDC usual billing cycle. The Applicant further acknowledges that, at some point during the Term of the Agreement(s), SFE may choose to bill the Applicant directly for all costs associated with the supply and delivery of natural gas and/or electric supply to the Service Address(es), provided that the Applicant will not have to pay any additional fees or costs as a result of SFE billing the Applicant directly above and beyond the fees and costs mentioned herein. In the event that SFE bills the Applicant directly, SFE's billing terms will be as follows: SFE shall invoice the Applicant monthly for all amounts due to SFE pursuant to the Agreement(s) for the applicable billing period. The Applicant shall pay to SFE in full any amounts owing net 20 days after the billing date indicated on the invoice. If the Applicant fails to pay on time, the Applicant shall pay 1% interest per month (12% per annum) on the unpaid amount, from the due date of payment until payment is received. SFE or the Applicant's NGU/EDC is entitled to revise any bill if necessary to account for any reassessment by the Applicant's NGU/EDC. The Applicant's NGU/EDC will determine the amount of natural gas and/or electric supply that is delivered to the Service Address(es) and may do so by periodic meter reading, estimation, or allocation and SFE will be entitled to charge based on this information. The Applicant shall be responsible for all costs that relate to any failure to pay, including charges for dishonored checks, and any reasonable legal and collection costs. SFE shall be entitled to revise any bill after it is rendered, regardless of payment by the Applicant, to account for any reassessment made by SFE or by the Applicant's NGU/EDC resulting from an actual meter read or consumption adjustment.

4. Pricing. The Price that the Applicant will pay for natural gas and/or electricity supply from SFE, is as selected on the first page of the Agreement(s).

Fixed Price for Electricity: If the Applicant selected the Fixed Price, the Price per kWh includes applicable costs for delivery to the applicable Load Bus, excluding applicable state and local tax. In addition to the Price for the SFE program selected, You will pay NGU/ EDC charges.

Fixed Price for Natural Gas: If the Applicant selected a Fixed Price, the Price per therm includes applicable costs for transmission and delivery for Natural Gas delivered to Your NGU/EDC's city gate excluding applicable state and local tax. In addition to the Price for the SFE program selected, You will pay NGU/ EDC charges.

Variable Price for Electricity: If the Applicant selected the Variable Price, the Price per kWh will be established prior to the month of flow and may vary each month based upon the costs incurred by SFE to provide the service through procurement in RTO-administered and/or other short term markets, as well as the cost for supply and associated products that SFE requires to meet the Applicant's Electricity supply. These associated products may include, but not limited to, energy, imbalance energy, losses, capacity, transmission, ancillary services, alternate and renewable energy requirements, other RTO charges, a margin and applicable taxes. The Variable Price will be set at SFE's discretion.

Variable Price for Natural Gas: If the Applicant selected the Variable Price, the Price per Ccf/Mcf/therm/Dth will be established prior to the month of flow and may vary each month based upon Natural Gas market pricing, transportation costs, storage costs, utility charges, balancing costs, loss factors, pooling charges, credit costs, a margin, other market price related factors and applicable taxes. The Variable Price will be set at SFE's discretion.

5. Change of Law. With at least 30 days notification, and proof of such changes, SFE may pass through or allocate, as the case may be, any increase or decrease in our costs or cost components (including changes to rate calculation) related to the natural gas supply and/or electricity supply and related products and services that results from the implementation of a new (or changes to any) law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practice or protocol, NGU/EDC or ISO tariff, rule of any regulatory commission or agency with jurisdiction in the state in which the accounts are located. The Price that SFE charges does not include charges related to NGU/EDC distribution and other related NGU/EDC service.

6. Title. All natural gas and/or electricity supply sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the NGU City Gate (located outside of the municipality of the Service Address or EDC load bus, and shall constitute the point at which title transfers and the sale occurs. SFE will indemnify and hold the Applicant harmless from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas and/or electricity supply services provided in these Agreement(s).

7. Cancellation Provisions. Regardless of the Price selected, the Applicant is liable for all SFE charges until the Applicant returns to the NGU/EDC's default service or switches to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading; however, if a final meter reading is unavailable, an estimate of consumption will be used in the final bill, which will be tried-up subsequent to the final meter reading. The cancellation will become effective on a date determined by the Applicant's NGU/EDC. If a new provider is not selected upon cancellation of the Agreement(s) the Applicant

shall be returned to its NGU/EDC supply service. To cancel/rescind the contract, the Applicant should contact SFE by telephone or in writing at the contact information provided (see Section 15). If the Applicant plans to move to another location, the Applicant may transfer this Agreement by notifying SFE (see Section 15), of the Applicant's new Service Address at least forty-five (45) days in advance of the anticipated relocation date. Upon receipt of such notice, SFE will use reasonable commercial efforts to continue the program contemplated by this Agreement for the remaining Term of the Agreement(s) at the new Service Address. If the Applicant's NGU/EDC provides SFE with a notification of a change of address within the Applicant's NGU/EDC supply service and when SFE receives such notice, it will use reasonable commercial efforts to continue the program contemplated by the Agreement(s) for the remaining Term of the Agreement(s) at the new Service Address. Otherwise, the Agreement(s) shall be automatically cancelled and, if the Applicant selected a Fixed Price, exit fees of \$0.18 per therm and \$0.015 per kWh for the estimated usage of the natural gas and/or electricity supply for the remainder of each Agreement shall apply. The cancellation will become effective on a date determined by the NGU/EDC. The Applicant also agrees to notify SFE in writing of any other change of information (including a change of account number, contact information or mailing address) at least sixty (60) days prior to such change taking effect or immediately if the change is to take effect in less than sixty (60) days. The Applicant agrees that SFE may terminate the Agreement(s) at any time by providing ten (10) days' written notice if SFE is unable or is prevented from complying with any of the obligations it owes to the NGU/EDC or if the NGU/EDC is unable or is prevented from complying with any of the obligations it owes to SFE. If SFE terminates the Fixed Price Agreement(s), unless for a reason out of the Applicant's control, exit fees of \$0.18 per therm and \$0.015 per kWh for the estimated usage of the natural gas and/or electricity supply for the remainder of each Agreement shall apply. Common reasons for cancellation of the Agreement(s):

Non-Payment – If the Applicant's natural gas and/or electricity supply service is cancelled by the Applicant's NGU/EDC, then the Agreement(s) is/are cancelled on the date that the Applicant's natural gas and/or electricity supply service is cancelled. The Applicant will owe SFE for amounts unpaid up to the date of cancellation.

Net Meter Customers – SFE may cancel the Electricity Agreement if SFE is notified that the Applicant has a net meter that spins backwards and is a net negative user of electricity or natural gas.

Residential Customers – SFE may cancel the Agreement(s) if SFE is notified that the Applicant is a residential customer. **Material Breach** – The Applicant has breached the Agreement(s) in accordance with the terms and conditions in the Agreement(s).

8. Assignment. The Applicant may not assign the Applicant's interests in or delegate the Applicant's obligations under the Agreement(s) without the prior consent of SFE, which shall not be unreasonably withheld. SFE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement(s) and the rights and obligations thereunder, to another energy supplier, natural gas and/or electricity supplier or other entity as authorized by the MPSC, by providing the Applicant with forty-five (45) days' notice and providing that the terms and conditions are upheld by the new party.

9. Information Release Authorization. The Applicant acknowledges and authorizes SFE to obtain and review information regarding the Applicant's credit history from credit reporting agencies and the following information from the NGU/EDC: consumption history; billing determinants; NGU/EDC account number; credit information; and public assistance status. This information will not be disclosed to a third party unless required by law. The Applicant's execution of the Agreement(s) shall constitute authorization for the release of this information to SFE. The Applicant consents to provide SFE with a copy of the Applicant's NGU/EDC bill(s) in order to process the Agreement(s) with the NGU/EDC. SFE does not guarantee to provide or return the bill or a copy of the bill to the Applicant. This authorization will remain in effect during the Term of the Agreement(s). The Applicant may rescind this authorization at any time by providing written notice to SFE or by calling SFE at 1-877-316-6344. SFE reserves the right to cancel the Agreement(s) in the event the Applicant rescinds the authorization.

10. Agreement(s) Expiration/Renewal Provisions/Change in Terms.

Fixed Price Agreement(s): If the Applicant selected a Fixed Price, at the end of the initial term of the Agreement(s), SFE receives no notification from the NGU/EDC, or client the Agreement(s) will continue on a month to month basis at a monthly Variable Price per kWh/therm as outlined in section four (4). Should the Applicant wish to terminate the Agreement(s) at any time after the initial term, they can do so without penalty by providing SFE with written notice. Once the Applicant has provided SFE with their notice to not renew, SFE will return the Applicant to their NGU/EDC supply service at the next available service period.

Variable Price Agreement(s): If the Applicant selected a Variable Price and the Applicant wishes to terminate the Agreement(s) at any time, they can do so without penalty by providing SFE with written notice. Once the Applicant has provided SFE with their notice, SFE will return the Applicant to their NGU/EDC supply service at the next available service period.

11. Material Change. In the event that additional charges, fees, or other costs are incurred or applied by any regulatory body, ISO, NGU/EDC or other entity, as a result of a material change to Applicant's consumption, capacity/transmission obligation, or other components required to serve the Applicant, and SFE incurs material incremental costs required to maintain the same quantity, location or level of services contemplated in this Agreement, SFE may charge the Applicant for the purchase/liquidation of energy or related services bought or sold as a result of said Material Change. SFE shall pass incremental costs along to Applicant at no markup.

12. Warranty. The Agreement(s) for natural gas and/or electricity supply service, including applicable attachments, constitutes the entire Agreement(s) for the natural gas and/or electricity supply service between the Applicant and SFE. SFE makes no representations or warranties other than those expressly set forth in the Agreement(s), and SFE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

13. Force Majeure. SFE will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but SFE does not guarantee a continuous supply of natural gas and/or electricity to the Applicant. Certain causes and events out of the control of SFE ("Force Majeure Events") may result in interruptions in service. SFE will not be liable for any such interruptions caused by a Force Majeure Event, and SFE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include but are not limited to acts of God, fire, flood, storm, terrorism, war, or civil or any other causes beyond SFE's control. Likewise, in the event that Applicant experiences a Force Majeure event outside of the control of Applicant, as defined above, whereby the Applicants normal operation of business is affected such as total or partial loss of facilities resulting in temporary or permanent changes in usage, Applicant will not be liable to SFE for any damages sustained by SFE as a result of a Force Majeure event that affects the Applicant.

14. Liability. The remedy in any claim or suit by either Party will be solely limited to direct actual damages. In no event will either SFE or the Applicant be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to the Agreement(s).

15. Contact Information. The Applicant may contact SFE's Customer Service at 1-877-316-6344 Monday through Friday 9:00 a.m. - 9:00 p.m. and Saturday 12:00 p.m. - 6:00 p.m. EST (Customer Service hours subject to change). The Applicant may write to SFE at: SFE Energy Inc., P.O. Box 967, Buffalo, NY 14240-0967, email at cs@sfeenergy.com, or fax at 1-866-421-8098.

16. Dispute Resolution. In the event of a question or concern, please contact SFE. The Applicant should contact SFE by telephone or in writing at the contact information provided above in Section 15. The parties agree to use their best efforts to resolve any dispute. If the Applicant is not satisfied after discussing their concerns with SFE, the Applicant may contact the MPSC at: a) call 1-800-492-0474 b) write to 6 St. Paul Street, 16th Floor, Baltimore, MD 21202-6806 or c) internet site: <http://webapp.psc.state.md.us/Intranet/home.cfm>.

17. Taxes and Laws. Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature, and description due and payable with respect to service provided under the Agreement(s), shall be paid by the Applicant, and the Applicant agrees to indemnify SFE and hold SFE harmless from and against any and all such taxes. The Agreement(s) are subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder. If the Applicant is exempt of any taxes it is the Applicant's responsibility to contact SFE Customer Support (see Section 15) to provide such written notification, including written notification of renewed tax exemption. Otherwise, until the Applicant has provided such proof, SFE is not required to recognize any exemption or refund/credit previously paid taxes. Tax exemption will only occur on the next meter read bill after such notice is received and acknowledged. The Agreement(s) shall be construed under and shall be governed by the laws of Maryland without regard to the application of its conflicts of law principles.

18. ARBITRATION. THE PARTIES AGREE THAT, AT THE REQUEST OF EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT(S), INCLUDING ITS EXISTENCE, PERFORMANCE, INTERPRETATION, BREACH, VALIDITY, OR TERMINATION, AND WHICH ARE NOT OTHERWISE RESOLVED BY THE PARTIES SHALL BE SUBJECT TO AND FINALLY RESOLVED BY INDIVIDUAL ARBITRATION ONLY, EXCEPT THAT ANY DISPUTE OR CLAIM THAT MAY BE BROUGHT IN SMALL CLAIMS COURT OR ANY CLAIM THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW SHALL NOT BE SUBJECT TO ARBITRATION. ANY SUCH ARBITRATION SHALL BE THE PARTIES' SOLE AND EXCLUSIVE REMEDY. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT ANY SUCH DISPUTE WILL BE DECIDED BY A NEUTRAL THIRD PARTY OUTSIDE OF COURT AND THAT YOU AND SFE ARE WAIVING YOUR RIGHTS TO SUE IN A COURT OF LAW AND TO HAVE A JURY TRIAL REGARDING SUCH DISPUTE. YOU AGREE THAT SUCH ARBITRATION PROVIDES YOU WITH A MEANINGFUL AND AFFORDABLE WAY TO HANDLE DISPUTES RELATED TO THIS AGREEMENT. The arbitration will be administered in accordance with the Rules of Arbitration of the state where the Service Address is located. The arbitrator(s) shall not have authority to join or combine the claims of more than one person or to hear or decide any class, collective or representative action of any kind against You or SFE. The award of the arbitrator shall be final and binding and judgment on it may be entered in any court of competent jurisdiction. The arbitration shall take place in the county seat of the county in which You reside. You and SFE shall each pay their own filing and legal fees and other expenses, unless provided otherwise by law or this Agreement. The interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) selected according to the terms set forth herein shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the Parties in all respects. This provision shall survive termination of this Agreement.

19. CLASS ACTION WAIVER AND OTHER RESTRICTIONS. ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. YOU AND SFE EXPRESSLY WAIVE THE RIGHT TO COMMENCE, BE A PARTY TO, JOIN IN OR BE AN ACTUAL OR PUTATIVE CLASS MEMBER OF ANY CLASS, COLLECTIVE, GROUP, JOINT, OR REPRESENTATIVE ACTION OF ANY KIND IN ANY FORUM, INCLUDING IN COURT AND ARBITRATION, ARISING FROM OR RELATED TO THIS AGREEMENT. The arbitrator's authority to resolve and make written awards is limited to Claims between You and SFE alone. Claims may not be joined or consolidated unless agreed to in writing by all Parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named Party to the arbitration. Notwithstanding any other provision in these Terms and Conditions, and without waiving either Party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply. This provision shall survive termination of this Agreement.

20. WAIVER OF JURY TRIAL. SUBJECT TO ANY AGREEMENT TO ARBITRATE BETWEEN YOU AND SFE, YOU AND SFE WAIVE THE RIGHT TO A JURY TRIAL IN ANY CLAIM OR DISPUTE ARISING BETWEEN THE PARTIES ARISING FROM OR RELATED TO THIS AGREEMENT THAT PROCEEDS IN COURT, AND AGREE THAT THE CLAIM OR DISPUTE WILL BE HEARD AND DECIDED ONLY BY A JUDGE. This provision shall survive termination of this Agreement.

21. Delay or Failure to Exercise Rights. No partial performance, delay, or failure on the part of SFE in exercising any rights under the Agreement(s), and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.

22. Parties Bound. The Agreement(s) are binding upon the parties hereto and their respective successors and legal assigns.