

Quote



To: **kWh Quebec Inc.**
Attn: James Pagonis
28 Rue Upper Edison
Saint-Lambert, QC
J4R 2R1, Canada

Date: 18-12-2025
Expiration Date: 17-01-2026

From: **KB Racking Inc.**
1050 King St W, Suite 03A104
Toronto, ON, M6K 0C7, Canada

Contact: Chris Temperley
Office: (888) 661-3204
Mobile: (416) 939-7283
Email: ctemperley@kbracking.com

2000 32e Avenue

Item	Product Name	System Description	Qty	Unit Price	Total Price
1	AeroGrid	System Specifications: Configuration: 10 Degree Landscape Row Spacing: 1.56M Panel Power: 625W Panel Orientation: Landscape Roof Protection Mats: included & pre-attached	1,354	\$115.60	\$156,522.40
Item	Add-ons / Services Description		Qty	Unit Price	Total Price
1	Shipping, Handling and Transport Insurance (Single Shipment Estimate)		1	\$5,855.00	\$5,855.00
2	PE stamped engineering design report & ballast diagrams		1	\$2,200.00	\$2,200.00

Payment terms:

20% Down payment

80% Prior to delivery

Subtotal	\$164,577.40 CAD
GST+QST	\$24,645.47
Total	\$189,222.87 CAD
Down Payment	\$35,992.33

Please note:

KB Racking Inc. General Terms and Conditions apply.

We accept US credit cards for orders - 3% fee per transaction

All products include 25 year standard product warranty; additional warranty available upon request.

Splitting shipments or additional packaging requirements that do not fall under KB Racking's standard weight and packaging may incur additional charges and/or delivery delays. Changes to the order, delivery date or location within **7 business days** of the original delivery date may result in the shipment being delayed or the application of storage fees.

We accept this quotation for above listed products and services:

Date	Signature	Name	Title
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This is a quotation on the goods named, subject to the conditions noted. The quotation is based on today's assumptions and may be adjusted depending on availability of components and conditions found at site visits or during construction. This quotation and all the information contained in it are considered confidential information of KB Racking and shall not otherwise be disclosed to any third party without written consent of KB Racking. By signing this quote, you are agreeing to KB Racking's General Terms and Conditions which you can access here:

www.kbracking.com/terms-and-conditions/

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GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Applicability.

- (a) These terms and conditions of sale and delivery (these “**Terms**”) are the only terms that govern the sale of goods (the “**Goods**”) by KB Racking, Inc. (“**KBR**”) to the Customer named on the Purchase Order (as defined below) (“**Customer**”). Collectively Customer and KBR are referred to as the “**Parties**” and individually as “**Party**.”
- (b) The accompanying quote and purchase order signed by Customer (the “**Purchase Order**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Customer’s general terms and conditions of purchase regardless of whether or when Customer has submitted its own purchase order or such terms. KBR expressly rejects Customer’s general terms and conditions of purchase, and fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions or serve to modify or amend these Terms. Acceptance and signing of the Purchase Order by Customer is a prerequisite to the purchase of the Goods and shall operate as an acceptance of these Terms which are expressly incorporated into the Purchase Order. Any quotes or offers made by KBR regarding the Goods are non-binding and shall not have any binding effect until they have been accepted by Customer and KBR.

2. Delivery.

- (a) Subject to Section 9, the Goods will be delivered in accordance with the timelines set forth on the Purchase Order or otherwise communicated in writing by KBR to Customer. Delivery dates given by KBR are estimates only and are subject to shipping variations and requirements. KBR shall not be liable for any delays, loss, or damage in transit, including as a result of Force Majeure Events (as defined below).
- (b) Customer must deliver written notice to KBR no less than four (4) weeks prior to any scheduled delivery, wherein such notice must include: (a) the desired delivery date and location for delivery; (b) the Purchase Order; (c) the Deposit (as defined below); and (d) layout approval. If the Customer fails to deliver such written notice, along with all required payments, deliveries and attachments, KBR shall not be held responsible for any delayed deliveries. Unless otherwise agreed to in writing by the Parties in the Purchase Order, KBR shall deliver the Goods to a location in the United States or Canada designated by the Customer in writing at the time of the Purchase Order, or such other location as may be agreed to by KBR and the Customer in writing (the “**Delivery Point**”), at Customer’s sole cost and expense and using KBR’s standard methods for packaging and shipping such Goods. The bill of lading will be sent to the Customer within 24 hours of delivery to the Delivery Point. Customer shall take delivery of the Goods promptly when such Goods are ready for delivery to such Delivery Point. Customer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Customer is responsible for any and all fees and expenses associated with Customer not taking timely delivery of the Goods, such as storage fees. Customer represents and warrants that each Delivery Point is suitable for the delivery, unloading, handling, and storage of the Goods, including but not limited to the following: the Delivery Point is free from any hazards, has adequate space, appropriate infrastructure, and complies with all applicable local laws, regulations, and safety standards. The Customer further acknowledges that it is solely responsible for ensuring that necessary personnel and equipment are present and available at the Delivery Point to facilitate safe and efficient delivery and storage of the Goods.
- (c) Upon written agreement by KBR and the Customer, KBR may make any required delivery prior to the date and time specified in any delivery schedule, and, unless otherwise agreed to by KBR and the Customer in writing, may immediately bill Customer pro rata for such partial advance deliveries. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer’s Purchase Order.

- 3. Extended Guarantee for Solar Mounting Systems. Subject to the below, KBR may, in its sole discretion, grant to Customer an extended and limited guarantee as to the durability of the Goods or certain components contained therein (an “**Extended Guarantee**”), which Extended Guarantee, shall only be effective if (i) it is in writing and signed by an authorized officer of KBR acting in accordance with appropriate authorization of KBR’s Board of Directors and (ii) Customer fully complies with the following requirements to the satisfaction of KBR:

- (a) Site Inspection Checklist. In order for Customer to qualify for the Extended Guarantee, Customer must first (i) successfully and properly install the Goods in accordance with the applicable manual for such Goods, (ii) accurately complete and deliver a site inspection checklist provided by KBR, as may be amended from time to time, and (iii) provide photographs to KBR evidencing the successful and proper installation of the Goods for KBR’s review. KBR will not issue any Extended Guarantee prior to its review and verification of installation, receipt of the site inspection checklist and photographs of the installed Goods, all of which must be completed to KBR’s satisfaction.
- (b) Procedures; Limitations. The Customer shall immediately notify KBR in writing of any alleged defects upon which Customer intends to base a claim under the Extended Guarantee. Following KBR’s receipt of such notice from Customer, KBR shall determine whether the alleged defect is covered by the Extended Guarantee. In making such determination, the following shall apply: (i) the claims and limitations set forth in the Extended Guarantee; (ii) the technical product descriptions and installation instructions regarding the Goods supplied by KBR; (iii) generally recognized standards and principles of building and construction work; and (iv) as appropriate, the plans, specifications and instructions prepared by KBR for Customer for the particular project. Notwithstanding the foregoing, no claim shall exist under the Extended Guarantee if: (i) the alleged defect is covered or coverable by insurance; (ii) is the result of the Customer’s own negligence or willful misconduct; or (iii) Sections 6(a)(ii) through (v) apply to such Goods. Should KBR determine that the defect is covered under the Extended Guarantee, KBR shall, in its sole discretion, either repair or replace the defect. The Extended Guarantee extends only to claims of Customer, and third parties shall have no rights or benefits under the Extended Guarantee. Customer hereby grants KBR permission, on reasonable advance notice, to enter the property upon which the Goods have been installed for the purpose of carrying out its obligations under the Extended Guarantee and for other reasonable purposes. If Customer is not the owner of the property, Customer shall procure such permission from the owner.

4. Risk of Loss; Title.

- (a) Unless otherwise mutually agreed in writing by KBR and Customer, all deliveries hereunder shall be made DDP (Incoterms 2020) at the Delivery Point, at Customer’s sole cost and expense. Title and risk of loss pass to Customer upon delivery of the Goods at the Delivery Point. All risk of loss, damage or deterioration of the Goods after delivery to the Delivery Point shall be borne by Customer. This allocation of risk shall apply in any case of partial delivery or if KBR has agreed to perform additional services or undertakings, such as the responsibility for further transportation of Goods. Solely upon Customer’s request and at Customer’s expense, KBR may insure any shipped Goods against transport damages. Notwithstanding the foregoing, Customer shall handle all Goods delivered to it with care and insure them at its own expense in the amount of the full replacement value thereof against fire, water, storm, hail, snow loads, theft or other casualties. Customer shall also be responsible for the care and maintenance of such Goods at its own cost.
- (b) As collateral security for the payment of the Prices for the Goods and until the Prices for the Goods are paid in full, Customer hereby grants to KBR a lien on and a security interest in and to all of the right, title, and interest of Customer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. KBR shall retain title to the Goods until such time that Customer remits payment in full to KBR (including any such amounts due for logistics and any extras or add-ons) and has performed any and all other obligations arising under this Agreement. KBR’s retention of title extends to all claims resulting from current and former contracts between the Parties, including current account balances payable by Customer to KBR. If Customer breaches its obligations, including, without limitation, failing to perform its payment obligations, KBR shall be entitled to terminate the Purchase Order, recover any Goods theretofore delivered to Customer and/or register a lien against Customer or the project owner with respect to the Goods. Prior to

the transfer of title in accordance with these Terms, any Goods retained by Customer may not be mortgaged or assigned as security. If any attachment is levied against the Goods or other claims are asserted against the Goods by third parties, Customer shall immediately inform KBR thereof in writing. Customer shall be liable to KBR for all losses resulting from any such attachment, lien or claim.

5. **Amendment and Modification.** Except for the delivery notices set forth in Section 2(b), these Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each Party.

6. **Inspection; Assembly.**

(a) Customer shall inspect the Goods within ten (10) days of receipt by Customer ("**Inspection Period**"). Customer will be deemed to have accepted the Goods unless it notifies KBR in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as required by KBR. "**Nonconforming Goods**" means only the following: (i) the Goods that were shipped are different than those identified in the Purchase Order; (ii) the labeling or packaging incorrectly identifies its contents; or (iii) the Goods fail to meet the specifications for such Goods included in, or attached to, the Purchase Order in any material respect, and such failure is solely attributable to KBR. Customer shall not be entitled to assert or recover for any claim for any alleged Nonconforming Goods if any of the following apply:

- (i) KBR is not given notice of the alleged Nonconforming Goods within ten (10) business days of delivery of the Goods in question;
- (ii) Customer failed to comply with or adhere to assembly or operating instructions or any other specifications regarding the Goods;
- (iii) Customer did not properly or fully inform KBR as to all technical basic conditions pertaining to the project in with the Goods are to be used (e.g. concrete wind and snow loads, building height);
- (iv) The Goods have been misused, treated or stored improperly or in an unsuitable way, such as by being incorrectly or inappropriately, installed, mounted or being merged with an inappropriate structure or component of another supplier; or
- (v) The alleged defect in the Goods is insignificant or immaterial and the Goods can still be used for their intended purpose.

(b) Customer shall provide KBR with any and all documentation necessary to establish that the Goods are Nonconforming Goods. Goods shall be regarded as conforming to KBR's obligations if they are capable of being used or are in a condition usual for use as intended or expected considering the nature of the Goods. Samples, depictions in leaflets or brochures, or information contained in other advertising material are to be regarded as rough guidelines and shall not be binding upon KBR. After a determination by KBR that the Goods are Nonconforming Goods, KBR shall, within one hundred and eighty days (180) of such determination and in its sole discretion, either (i) correct any faults or defects in the Goods or (ii) replace such Nonconforming Goods with conforming Goods. If KBR exercises its option to replace Nonconforming Goods, KBR shall, ship to Customer, at KBR's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) If upon receipt of replacement Goods, a defect still remains, the Customer shall be entitled to submit a further notice of Nonconforming Goods subject to the provisions of this Section 6, upon which time the defect resolution process described herein, and the referenced 180-day resolution period referred to in Section 6(b) shall start again.

(d) Customer acknowledges and agrees that the remedies set forth in Section 6(b) are Customer's exclusive remedies for Nonconforming Goods. Except as provided under this Section 6, all sales of Goods to Customer are made on a one-way basis and Customer has no right to return the Goods purchased under this Agreement to KBR, or a refund of the purchase price for the Goods.

7. **Assembly.** If KBR provides employees or other staff to assist with Customer's construction management or the assembly of the Goods or to assist with the assembly itself, KBR shall only be liable for selecting technically qualified, professional staff. KBR shall not be responsible for tasks and functions of construction management, surveyors, building inspections, planning, coordination or the assembly process. Moreover, no act of KBR shall constitute an undertaking of responsibility for professional and proper installation and/or

mounting of the system of which KBR's Goods are a part in accordance with the plans and other documents relating thereto.

8. **Prices; Taxes.**

(a) Customer shall purchase the Goods from KBR at the prices set forth in the Purchase Order (the "**Prices**").

(b) All Prices are factory prices and include standard packaging costs and applicable sales or business privilege taxes but exclude use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such excluded charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, KBR's income, revenues, gross receipts, personnel, or real or personal property or other assets. The Prices exclude transportation and insurance costs, which are the responsibility of the Customer and will be included as an expense of the Customer on the relevant invoice.

9. **Payment Terms.**

(a) Unless otherwise agreed to in writing by KBR, Customer shall pay KBR the Prices set forth on the Purchase Order as follows:

- (i) twenty percent (20%) of the Prices are due within five (5) business days following Buyer's acceptance of the Purchase Order (the "**Deposit**"); and
- (ii) the remaining eighty percent (80%) of the Prices are due prior to delivery of the Goods.

(b) All payments hereunder shall be in currency set out in the Purchase Order and made by certified cheque or wire transfer of immediately available funds and must be made within five (5) business days from the date of the relevant invoice. KBR reserves the right to require pre-payment of the Prices in its sole discretion. In certain circumstances, KBR may, in its sole discretion, accept payment by non-certified cheques from Customers so long as such cheque is received by the KBR at least five (5) business days prior to the applicable delivery date.

(c) Customer shall pay interest on all late payments at the lesser of the rate of eighteen percent (18%) per annum or the highest rate permissible under applicable law. Customer shall reimburse KBR for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Following a default by Customer with respect to any payment or performance obligation owed to KBR, regardless of any other rights and remedies KBR may have at law or otherwise, KBR shall be entitled to immediate payment of all sums then or thereafter due and owed by Customer to KBR. In addition to all other remedies available under this Agreement or at law (which KBR does not waive by the exercise of any rights hereunder), KBR shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for ten (10) business days following written notice thereof. Customer shall not withhold or offset payment of any amounts due and payable by reason of any set-off of any claim or dispute with KBR, whether relating to KBR's breach, bankruptcy, or otherwise.

10. **WARRANTIES DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, KBR MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY KBR, OR ANY OTHER INDIVIDUAL OR ENTITY ON KBR'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 0 OR 6 OF THIS AGREEMENT.**

11. **Limitation of Liability.**

(a) IN NO EVENT SHALL KBR OR ANY OF ITS AFFILIATES, REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, STAFF, SHAREHOLDERS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT,

REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER KBR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED.

- (b) KBR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO KBR PURSUANT TO THE PURCHASE ORDER GIVING RISE TO SUCH CLAIM OR LIABILITY.
12. **Compliance with Law.** Customer shall at all times comply with all laws applicable to the operation of its business, this Agreement, Customer's performance of its obligations hereunder, and Customer's installation and use of the Goods. Without limiting the generality of the foregoing, Customer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use, or otherwise, that violates any law.
13. **Termination.** In addition to any remedies that may be provided under these Terms, KBR may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amounts when due under this Agreement and such failure continues for ten (10) business days after Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
14. **Waiver.** No waiver by KBR of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by an authorized representative of KBR. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by KBR operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder by KBR precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege by KBR.
15. **Confidential Information.** All non-public, confidential, or proprietary information of KBR, including but not limited to KBR Property (as defined below), specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by KBR to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, is solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by KBR in writing. Upon KBR's request, Customer shall promptly return all documents and other materials received from KBR. KBR shall be entitled to injunctive relief for any violation of this Section 15. This Section 15 does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.
16. **Property Rights.** KBR retains all rights of ownership, proprietary use, registered design and other intellectual property rights of, in, and to any and all illustrations, calculations, reports, drawings, drafts, constructions and other documents created, developed, produced or generated by KBR and delivered to Customer ("**KBR Property**"). Customer may use KBR Property only for the purpose of purchasing the Goods and enforcing any rights under this Agreement. Customer may not transfer, sell, exchange, or share KBR Property with any third parties without KBR's prior written consent. Customer warrants that it has the right and authority to deliver all illustrations, calculations, reports, drawings, drafts, constructions or other documents supplied by Customer ("**Customer Property**") and that no third party has any commercial property, patent, registered design, proprietary use or other rights therein which would be violated if any of the same are utilized by or on behalf of KBR. Customer hereby agrees to defend, indemnify, and hold harmless KBR from and against any third-party claims alleging that Customer Property violates the rights of any third parties.
17. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") control, including but not limited to, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, hurricanes, earthquake, or explosions; (c) pandemic, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) order or action by any governmental authority or requirements of law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages; (i) lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials, except to the extent that such lack, inadequacy, inability or delay relates solely to KBR's business and its facilities; and (j) other events beyond the control of the Impacted Party.
18. **Assignment.** Customer's rights, interests, or obligations hereunder may not be assigned, transferred, or delegated by Customer without the prior written consent of KBR. Any purported assignment or delegation in violation of this Section 18 is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
19. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
20. **No Third-Party Beneficiaries.** This Agreement solely benefits the Parties to this Agreement. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
21. **Governing Law; Jurisdiction.** This Agreement is governed by, and construed in accordance with the laws of the Province of Ontario without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. All legal proceedings shall be instituted in a court of competent jurisdiction in Toronto, Ontario. Each Party irrevocably and unconditionally (i) submits to the exclusive jurisdiction of such courts, (ii) waives the right to sue or be sued in any other court or jurisdiction and agrees to submit to the exclusive in personam and subject matter jurisdiction of such court, (iii) waives all claims or contentions that such court does not have personal jurisdiction over them or subject matter jurisdiction over the dispute or is an inconvenient forum for resolution of disputes arising under the Agreement, and (iv) agrees that process may be served upon them in any such proceeding in accordance with Ontario law and the rules of such court.
22. **Notices.** All notices shall be in writing and addressed to the Parties at the addresses set forth on the face of the Purchase Order or to such other address for either Party as that Party may designate by written notice to the other Party from time to time. All notices must be delivered by a nationally recognized overnight courier service, electronic mail with confirmation of receipt by the recipient, or certified or registered mail (in each case, return receipt requested).
23. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.