

## TERMS AND CONDITIONS OF SERVICE

ACCEPTANCE AND PRICES: This proposal is subject to acceptance within thirty (30) days from the date contained thereon and the prices are subject to change without notice upon expiration of this proposal. Prices are quoted expressly in consideration of the terms and conditions of this proposal. Any delay caused by Customer's actions or inactions will subject prices to increase. Customer acknowledges that it has had the opportunity to review and inspect Foxtron's facility, accepts the facility "as-is", and waives any claim with respect to the condition of the facility that a review or inspection by Customer would have revealed.

PAYMENT TERMS AND COLLECTIONS COSTS: Customer shall pay Foxtron in accordance with the payment terms set forth on the face hereof. Foxtron may add interest to all amounts outstanding more than thirty (30) days after the invoice date at a rate of one and one-half percent (1.5%) per month.

WARRANTIES & LIMITATIONS ON WARRANTIES: Foxtron represents and warrants that it will perform the Services as described on the Service Estimate (the "Services"): (a) in compliance with all applicable laws governing Foxtron, and (b) in a professional and workmanlike manner. If Foxtron violates any of the warranties in this Section, it will use commercially reasonable efforts to re-perform the Services in a way that complies with these warranties. The foregoing sentence represents Customer's sole and exclusive remedy and Foxtron's sole and exclusive obligation for breach of this Section. The Customer warrants and represents to Foxtron that all products provided by Customer are safe and in a stable condition and undertakes to indemnify Foxtron for any losses, injuries, claims and costs which Foxtron, or its personnel, may suffer as a result of any product not being in a safe or stable condition, notwithstanding that the Customer may have given an indication on the product of any perceived problem with the product. NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, SATISFACTORY QUALITY, AND NONINFRINGEMENT.

Foxtron shall in no event be responsible or liable for damage caused to Customer's product by negligence, accident or improper use by Customer or others. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL FOXTRON BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES, OR PROFITS, OR DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION, OR CLAIMS OF THIRD PARTIES AGAINST CUSTOMER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

FOXTRON HEREBY DISCLAIMS ANY RESPONSIBILITY FOR THE VOIDANCE OF ANY WARRANTIES, RATINGS OR CERTIFICATIONS THAT MAY OCCUR AS A RESULT OF THE INSTALLATION OF ANY MODIFICATIONS TO THE PRODUCT. THE CLIENT ACKNOWLEDGES AND AGREES THAT ANY MODIFICATION MAY VOID EXISTING WARRANTIES AND/OR CERTIFICATIONS ON THEIR EQUIPMENT OR SYSTEMS. THE SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRESERVATION OF ANY EXISTING WARRANTIES, RATINGS OR CERTIFICATIONS POST-MODIFICATION. For the purposes of this section, modifications shall include any change or addition made to the product not expressly supported

by the manufacturer. Ratings include, without limitation, Underwriters Laboratory (UL) and Factory Mutual (FM).

Customer expressly assumes all risks associated with the installation of upgrades or modifications, including but not limited to the voidance of warranties and loss of ratings or safety certifications. By agreeing to these terms, the Client acknowledges that they have been informed of the potential risks and have chosen to proceed with the Services at their own discretion and risk. Customer further acknowledges that Customer has conducted its own independent research and that Foxtron has made no representations or warranties to Customer as it relates to whether any Service will void a manufacturer's warranty, cause the loss of ratings or safety certifications, or be compliant with government standards, including, without limitation, the Occupational Safety and Health Administration.

LIMITATION OF LIABILITY: Except to the extent that such limitations are not permitted or void under applicable law: (a) Foxtron (together with its employees, representatives, officers, directors, agents, subcontractors, and consultants and all Foxtron's partners and affiliates, the "Foxtron Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the Foxtron Indemnifying Party's willful misconduct in connection with the performance of this Agreement and then, only if Foxtron has received written notice thereof promptly upon but no later than 10 business days of Customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the Foxtron Indemnifying Parties' liability per claim or series of related claims, and the Customer's exclusive remedy, with respect to Foxtron's Services which fall under this Agreement, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the Foxtron Indemnifying Party's willful misconduct in connection with the performance of the Services and (ii) the amount set forth on the Proposal from Foxtron.

EXCEPT FOR (I) AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, (II) BREACHES OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY INTERESTS RELATING TO THE SERVICES, AND (III) BREACHES OF CONFIDENTIALITY, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT. The parties agree that (i) the mutual agreements made in this Section reflect a reasonable allocation of risk, and (ii) that each party would not enter into the Agreement without these limitations on liability.

Customer will indemnify the Foxtron Indemnifying Parties for any losses, injuries, claims and costs that the Foxtron Indemnifying Parties may suffer as a result of, arising from, or in any way connected with its role under or Services or products or software provided pursuant to this Agreement except to the extent that the Foxtron Indemnifying Parties are required to bear them according to this Agreement.

ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the parties with respect to the matters set forth in this Proposal and supersedes all other agreements either written or oral concerning the subject of this Proposal.

FORCE MAJEURE: Foxtron shall not be liable for any failure to perform hereunder if such failure is caused directly or indirectly, in whole or in part, by fires, floods and other acts of God; war, terrorism, or other hostilities; strikes or other labor disputes; work stoppages; accidents and casualties; inability to procure supplies, fuel and raw materials; delays in transportation; restrictions or regulations imposed by any governmental authority; quarantine or embargo; disease, illness, outbreak or plague or any other cause beyond the Seller's control, whether of the kind enumerated or otherwise.

WAIVER: No delay or failure by either party in exercising any right under this Agreement, nor any partial or single exercise of such right, shall constitute a waiver of that right or any other right.

SEVERABILITY: All of the provisions of this Agreement are separate and severable. If any provision is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement.

GOVERNING LAW AND COMPLIANCE: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED FOXTRON SERVICES WILL BE GOVERNED BY WISCONSIN LAW, EXCLUDING WISCONSIN'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF BROWN COUNTY, WISCONSIN; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

NOTICES: Any notice or communication will be in writing and is effective upon receipt or rejection at the address stated above or as a party is otherwise notified in writing.

ASSIGNMENT: Either party may assign this Agreement to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party. "Control" means control of greater than fifty percent of the voting rights or equity interests of a party. Change of Control: If Customer experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) Customer will give written notice to the other party within 30 days after the change of control, and (b) Clear Labs may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.

NO AGENCY: This Agreement does not create any agency, partnership, or joint venture between the parties.

NO THIRD PARTY BENEFICIARIES: This Agreement does not confer any benefits on any third party unless it expressly states that it does.

CONFLICTING LANGUAGES: If this Agreement is translated into any other language, and there is a discrepancy between the English text and the text of the other language, the English text will govern.

CONTRADICTION OF TERMS: Contradictory or conflicting general terms of Customer shall not be binding upon Foxtron, even if not explicitly rejected by Foxtron or if services have been performed by Foxtron in knowledge of said contradictory or conflicting terms without expressly

opposing their application. Any and all agreements or arrangement, whether oral or written, contrary to or deviating from these terms and conditions shall not be effective without Foxtron's express written confirmation. This shall also apply to the cancellation of this clause on written form itself.

*862509.004|5439671*