

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 Conger'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 Conger in accordance with the payment terms set forth on the face hereof. Conger 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: Conger 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 Conger, and (b) in a professional and workmanlike manner. If Conger 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 Conger's sole and exclusive obligation for breach of this Section. The Customer warrants and represents to Conger that all products provided by Customer are safe and in a stable condition and undertakes to indemnify Conger for any losses, injuries, claims and costs which Conger, 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.

Conger 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 CONGER 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.

CONGER 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 Conger 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.

NON-SOLICITATION OF CONGER PERSONNEL; LIQUIDATED DAMAGES; INJUNCTIVE RELIEF: For the purposes of this Section, (a) "Conger Personnel" means any individual who is, or was at any time during the Restricted Period (defined below), employed by Conger (including any full-time, part-time, temporary, seasonal, or leased employee), and with whom Customer (or any of Customer's Representatives) had contact, interaction, supervision, or communications, or who became known to Customer, in each case in connection with (i) this Agreement, (ii) any proposal, estimate, statement of work, or services performed by Conger, or (iii) Customer's visit to, review of, or inspection of Conger's facility; (b) "Representative" means, with respect to a party, its directors, officers, employees, agents, contractors, consultants, and any other person acting on its behalf or under its direction or control; and "Solicit" means to directly or indirectly (i) solicit, recruit, induce, encourage, or attempt to solicit, recruit, induce, or encourage; (ii) assist, coordinate with, or facilitate any third party in doing any of the foregoing; or (iii) otherwise take any action intended to cause a Conger Personnel member to terminate or reduce their employment or engagement with Conger, or to accept employment or engagement with Customer or any other person or entity.

During the Term of this Agreement and for two (2) years thereafter (the "Restricted Period"), Customer shall not, and shall cause its Representatives not to, Solicit any Conger Personnel for employment or engagement in any capacity. Customer shall not avoid or attempt to avoid the restrictions in this Section by acting through a third party, including by using a recruiter, staffing firm, affiliate, subcontractor, or referral arrangement. Notwithstanding the foregoing, Customer will not be in breach of this Section solely by (a) hiring a Conger Personnel member who initiates and documents unsolicited discussions with Customer regarding employment, without any prior Solicitation by Customer; or (b) hiring a Conger Personnel member who responds to a general public advertisement (including a general posting on a public job board) that is not targeted to Conger Personnel; or (c) hiring a Conger Personnel member whose employment with Conger was terminated before Customer first communicated with that individual regarding employment. Any waiver or consent by Conger to an otherwise prohibited hire or engagement must be in a written instrument signed by Conger.

Customer acknowledges that Conger's relationships with Conger Personnel are a protectable business interest and that a breach of this Section would cause Conger harm that may be difficult to quantify with precision. The parties agree that the scope, duration, and limitations in this Section are reasonable and no broader than necessary to protect Conger's legitimate business interests. In addition to any other rights or remedies available at law or in equity, Conger may seek temporary, preliminary, and permanent injunctive relief to prevent or curtail any actual or threatened breach of this Section, without the necessity of proving irreparable harm or posting a bond to the maximum extent permitted by applicable law.

If Customer breaches this Section, then, for each Conger Personnel member as to whom a breach occurs, Customer shall pay Conger, as liquidated damages and not as a penalty, an amount equal to the total gross compensation (including base wages/salary, commissions, bonuses, and other cash compensation, but excluding benefits) paid or payable by Customer (or any third party acting in concert with Customer) to that individual during the first one (1) year of such individual's employment or engagement following the breach (the "Liquidated Damages Amount"). The parties agree that (a) Conger's actual damages from a breach would be uncertain and difficult to determine at the time of contracting, including costs of recruiting, hiring, training, lost productivity, and disruption to operations; and (b) the Liquidated Damages Amount is a reasonable pre-estimate of Conger's anticipated losses and is proportionate to the expected harm. Customer shall provide Conger written notice within five (5) business days after Customer (or any Representative) first communicates an offer of employment/engagement to any Conger Personnel member, and again within five (5) business days after any such individual commences employment/engagement with Customer. The Liquidated Damages Amount shall be due and payable within thirty (30) days after the earlier of (a) the start date of the individual's employment/engagement with Customer, or (b) Conger's written demand. The Liquidated Damages Amount is in addition to, and not in lieu of, Conger's right to seek injunctive relief under Section 3; however, Conger shall not recover duplicative damages for the same harm. To the extent any limitation of liability in this Agreement could be construed to apply to this Section, the parties agree that Customer's payment obligations under this Section are a separate, bargained-for payment obligation and shall not be limited by any general limitation of liability provisions.

LIMITATION OF LIABILITY: Except to the extent that such limitations are not permitted or void under applicable law: (a) Conger (together with its employees, representatives, officers, directors, agents, subcontractors, and consultants and all Conger's partners and affiliates, the "Conger Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the Conger Indemnifying Party's willful misconduct in connection with the performance of this Agreement and then, only if Conger 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 Conger Indemnifying Parties' liability per claim or series of related claims, and the Customer's exclusive remedy, with respect to Conger'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 Conger Indemnifying Party's willful misconduct in connection with the performance of the Services and (ii) the amount set forth on the Proposal from Conger.

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 or risk, and (ii) that each party would not enter into the Agreement without these limitations on liability.

Customer will indemnify the Conger Indemnifying Parties for any losses, injuries, claims and costs that the Conger 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 Conger 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: Conger 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 CONGER 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 Conger, even if not explicitly rejected by Conger or if services have been performed by Conger 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 Conger's express written confirmation. This shall also apply to the cancellation of this clause on written form itself.

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