

Mission Essential CTS
STANDARD TERMS AND CONDITIONS

These Standard Terms and Condition (these “Terms”) are provided pursuant to and in accordance with the Letter Agreement to which these Terms form a part (the “Letter Agreement”) between MISSION ESSENTIAL CTS (“MISSION ESSENTIAL CTS”) and Customer (as defined in the Letter Agreement). Any reference to this “Agreement” shall include these Terms, the Letter Agreement and all other exhibits, agreements or terms incorporated by reference therein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Letter Agreement. The Agreement is subject to, and the parties agree to bound by, the following terms and conditions:

1. Customer’s Obligations; Acts or Omissions.

(a) Beginning on the Effective Date and during the Term, and any renewal thereof, Customer shall (i) cooperate with MISSION ESSENTIAL CTS in all matters relating to the Services and provide such access to Customer’s premises, and such office accommodation and other facilities as may reasonably be requested by MISSION ESSENTIAL CTS, for the purposes of performing the Services; (ii) respond promptly to any request by MISSION ESSENTIAL CTS to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for MISSION ESSENTIAL CTS to perform Services in accordance with the terms of this Agreement; (iii) provide such Customer materials or other information as MISSION ESSENTIAL CTS may request to carry out the Services in a timely manner and ensure that such Customer materials or other information are complete and accurate in all material respects; and (iv) comply with all applicable laws, and promptly obtain and maintain all necessary approvals, authorizations, licenses, or other consents required in relation to the Services prior to the date on which such approvals, authorizations, licenses or other consents are required to be obtained.

(b) If MISSION ESSENTIAL CTS’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, MISSION ESSENTIAL CTS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

2. Change Orders.

(a) If either party wishes to change the scope or performance of the Services (a “Change”), it shall submit details of the requested change to the other party in writing. MISSION ESSENTIAL CTS shall, within a reasonable time after such request, provide a written estimate to Customer of (i) the estimated time required to implement the Change; (ii) any necessary variations to the fees and other charges for the Services arising from the Change; (iii) the estimated effect of the Change on the Services; and (iv) any other impact the Change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such Change, and neither party shall be bound by any such Change unless mutually agreed upon in writing.

(c) Notwithstanding Sections 2(a) and 2(b) above, MISSION ESSENTIAL CTS may, from time to time change the Services without the consent of Customer, provided that such changes do not materially affect the nature or scope of the Services, the Fees or the service dates set forth in the Schedule.

(d) MISSION ESSENTIAL CTS may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis, in accordance with MISSION ESSENTIAL CTS’s Fees.

3. Fees and Expenses; Payment Terms; Interest on Late Payments; Taxes.

(a) Customer agrees to pay MISSION ESSENTIAL CTS all Fees and reimburse MISSION ESSENTIAL CTS for all Expenses within thirty (30) days of the date of MISSION ESSENTIAL CTS’s invoice for such Fees and Expenses subject to the terms of the Letter Agreement. In the event any payment for Fees or Expenses is not received by MISSION ESSENTIAL CTS by the date that such Fees or Expenses become due, and Customer is not contesting in good-Faith any portion of such Fees or Expenses, MISSION ESSENTIAL CTS may: (i) charge interest on any unpaid amounts at a rate of one and one-half percent (1.5%) per month, calculated daily and compounded monthly, or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance for all Services until payment of all then-outstanding Fees and Expenses have been made in full.

(b) Customer shall reimburse MISSION ESSENTIAL CTS for all costs incurred by MISSION ESSENTIAL CTS in collecting on any late payments of amounts due or related interest, including attorneys’ fees, court costs and collection agency fees.

(c) Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

4. Termination.

(a) Either party may terminate this Agreement upon learning that the other party has materially breached any material obligation hereunder and such breaching party fails, after receiving written notice thereof and having a reasonable opportunity, of not less than thirty (30) days, to cure or diligently attempt to cure such breach.

(b) In addition to any other remedies that may be provided under this Agreement, either party may terminate this Agreement with immediate effect upon written notice if the other party 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.

(c) This Agreement will remain in effect unless and until terminated pursuant to this Section 4. All unpaid Fees and Expenses accrued through the date of termination shall, subject to the terms of the Letter Agreement, become immediately due and payable by Customer upon any termination of this Agreement, by either party and for any reason.

5. Intellectual Property.

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of MISSION ESSENTIAL CTS in the course of performing the Services (collectively, the "Deliverables") shall be owned by MISSION ESSENTIAL CTS.

(b) Unless and until otherwise agreed to between the parties in a separate agreement, MISSION ESSENTIAL CTS hereby grants Customer a license to use the Intellectual Property Rights on a non-exclusive, non-transferable, and non-sublicensable basis, limited to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services, as contemplated by this Agreement.

6. Confidential Information.

(a) In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") Confidential Information. "Confidential Information" means information that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligation.

(b) Confidential Information shall not include information that (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

(c) The Receiving Party shall (i) not access or use, or permit any other Person to access or use, Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (ii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; (iii) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and (iv) ensure its employee's compliance with the terms of this Section 6. For the purposes of this Agreement, "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, association, trust, unincorporated organization or other entity.

(d) Customer agrees that in the event of any unauthorized disclosure or use of Confidential Information or MISSION ESSENTIAL CTS's Intellectual Property Rights, or threat of same, or any other actual or threatened violation of Sections 5 or 6, MISSION ESSENTIAL CTS shall be entitled to obtain immediate injunctive relief from any court or tribunal of competent jurisdiction, without the requirement of posting bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

7. Non-Solicitation; Non-Contravention.

(a) Customer agrees that during the Term of this Agreement and for a period of 12 months following the termination or expiration of this Agreement, Customer shall not make any solicitation to employ MISSION ESSENTIAL CTS personnel without written consent of MISSION ESSENTIAL CTS to be given or withheld in

MISSION ESSENTIAL CTS's sole discretion. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause.

(b) At any time during the Term of this Agreement and for a period of 12 months thereafter, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, sub-contractors, customers, financial sources, manufacturers and consultants) discussed and made available by MISSION ESSENTIAL CTS in respect of the Services and any related business opportunity shall constitute Confidential Information and Customer shall not without the prior written consent of MISSION ESSENTIAL CTS:

(i) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by MISSION ESSENTIAL CTS; or

(ii) seek to by-pass, compete, avoid or circumvent MISSION ESSENTIAL CTS from any business opportunity that relates to the Services by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

8. Representation and Warranty.

(a) MISSION ESSENTIAL CTS represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote adequate resources to meet its obligations under this Agreement.

(b) MISSION ESSENTIAL CTS shall not be liable for a breach of the warranty set forth in Section 8(a) unless Customer gives written notice of the defective Services, reasonably described, to MISSION ESSENTIAL CTS within fifteen (15) days of the date that Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to Section 8(b), MISSION ESSENTIAL CTS shall, in its sole discretion, either (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services pro rata, determined based on the Fees paid for such Service or portion of the Service.

(d) THE REMEDIES SET FORTH IN SECTION 8(c) SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MISSION ESSENTIAL CTS'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8(a).

(e) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION (a), MISSION ESSENTIAL CTS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

9. Disclaimer of Warranties; Limitation of Liability.

(a) IN NO EVENT SHALL MISSION ESSENTIAL CTS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL MISSION ESSENTIAL CTS'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, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO MISSION ESSENTIAL CTS PURSUANT TO THIS AGREEMENT AND ANY AMENDMENTS THERETO IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Indemnification.

(a) Except as otherwise set forth herein, Customer shall indemnify, defend and hold harmless MISSION ESSENTIAL CTS and its affiliates, directors, members, employees, agents, subcontractors, successors and assigns ("Indemnitee"), from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, loss of business, operational costs or expenses of whatever kind, problems, complications, delays, malfunctions or the like ("Losses") arising from or related to this Agreement or the performance of the Services, whether such Losses arise out of or result

from any claim, suit, action or proceeding by a third party. Customer will not, however be responsible for any Losses to the extent that such Losses resulted from (i) on Indemnitee's fraud, willful misconduct, bad faith or gross negligence; (ii) any breach of the Letter Agreement, including these Terms; or (iii) any violation of law by an Indemnitee. In no event shall Customer be liable for any consequential, indirect, incidental or special damages.

(b) In the event that Indemnitee is served with, or otherwise becomes aware of, a claim that, pursuant to the terms of this Agreement Customer shall be responsible to defend, indemnify and hold harmless Indemnitee (an "Indemnified Claim"), then Indemnitee shall provide Customer with prompt written notice of the same, and thereafter the Customer shall, at its own expense, defend, indemnify and hold harmless Indemnitee against the Indemnified Claim or any Losses or liability thereunder and the Indemnitee shall cooperate in the defense or investigation of any such Indemnified claim. In the event that Customer shall fail to so defend, indemnify and hold harmless Indemnitee from an Indemnified Claim, then Indemnitee shall have full rights to defend, pay or settle the Indemnified Claim on its behalf without further notice to Customer and with full rights of recourse against Customer for all Losses, fees, costs, expenses and payments made or agreed to be paid to discharge the Indemnified Claim.

(c) This Section 10 is unlimited as to amount, duration, time and scope; except as so limited therein.

11. Miscellaneous Terms.

(a) Marketing Information. In connection with MISSION ESSENTIAL CTS' marketing efforts, Customer understands that its materials often describe facets of its practice and recite examples of matters it handles on behalf of clients, and Customer agrees that those materials may identify Customer as a client, may contain factual synopses of Customer's matters, and may indicate generally the results achieved.

(b) Waiver. No waiver by either party of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(c) Force Majeure. MISSION ESSENTIAL CTS shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of MISSION ESSENTIAL CTS including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication or power outages.

(d) Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of MISSION ESSENTIAL CTS. MISSION ESSENTIAL CTS may, without the consent of Customer, assign any of its rights or delegate any of its obligations under this Agreement to (i) an affiliate; (ii) a successor by consolidation, merger, conversion, restructuring or operation of law; or (iii) any person acquiring all or substantially all of MISSION ESSENTIAL CTS's assets. Any purported assignment or delegation in violation of this Section 11(d) is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

(e) 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.

(f) Governing Law. This Agreement will be governed and construed pursuant to the laws of the State of Ohio, without regard to its conflict of law's provisions. Each of the parties to this Agreement irrevocably submits to the jurisdiction of Court of Common Pleas of Franklin County, Ohio and the United States District Court for the Southern District of Ohio, and further agrees that any such action or proceeding will be heard and determined exclusively in such court. Each of the parties to this Agreement irrevocably waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought, and waives any bond, surety or other security that might be required of the other party with respect thereto.

(g) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the signature page to the Letter Agreement, or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section 11(g).

(h) Severability. If any term or provision of this Agreement is 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.

(i) Other Agreements. This Agreement contains the complete agreement between the parties and supersedes all other agreements between the parties relating to the subject matter of this Agreement.

(j) Amendment and Modification. No modification or amendment to this Agreement is effective unless it is in writing and signed by both parties.