

1. Applicability. These terms and conditions for services (these "Terms") are the only terms that govern the provision of services by Austin Reliability Labs, Ltd. ("ARL") to customer ("Customer"). The accompanying quote (the "Quote") 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. In the event of any conflict between these Terms and the Quote, the Terms shall govern. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. All Quotes submitted by ARL in response to a Customer's request are valid for forty-five (45) days from the date of such Quote but may be extended in ARL's sole discretion. Quotes are based upon the following assumptions: (i) the information provided by Customer to ARL and (ii) the Customer's product to be tested operated properly throughout ARL's testing and evaluation of such product.

2. Services. ARL shall provide the services to Customer as described in the Quote (the "Services") in accordance with these Terms.

3. Performance Dates. ARL shall use reasonable efforts to meet any performance dates specified in the Quote, and any such dates shall be estimates only. **Customer agrees and acknowledges that Services may not be cancelled or rescheduled without ARL's prior written consent. Customer agrees and acknowledges that scheduled performance dates are for the entire day (24 hours). In the event that ARL, in its sole discretion, elects to accept a change request or cancellation, the Customer may be charged a cancellation or rescheduling fee equal to the greater of 10% of the total quote amount or \$800.**

4. Customer's Obligations. Customer shall be responsible at its own expense for the delivery of any products and documentation (collectively, the "Test Products") required by ARL in order to perform the Services as set forth in the Quote. All deliveries will be made FOB ARL or other location determined by ARL. Test Products must be in good working condition upon delivery to ARL. If ARL'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, ARL 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. Customer shall be responsible at its own expense for the return of any products and documentation upon the completion of the Services. If Customer does not arrange for the return of the products after completion of the Services, then ARL will arrange for the return of the products at Customer's expense, including all shipping and insurance costs and a service charge fee of 20% of such shipping costs. If Customer requests ARL to dispose of the products, Customer shall pay for the disposal of such products plus a 20% service charge fee of such disposal costs. **Customer acknowledges and agrees that the Services provided by ARL may damage the Customer's products and Customer shall not hold ARL responsible for such damages to its products that may be incurred in providing the Services. Customer agrees and acknowledges that it understands that any delay caused by Customer or the Test Products may delay ARL's performance of the Services and affect its ability to provide services to other ARL customers**

**in a timely manner. In such event, ARL, in its sole discretion, may charge the Customer a rescheduling fee equal to the greater of 10% of the total quote amount or \$800.**

5. Change Orders/Cancellations. If Customer wishes to change the scope or performance of the Services prior to the acceptance of Customer's purchase order by ARL, Customer shall submit details of the requested change to ARL in writing. ARL shall, within a reasonable time after such request, provide a written estimate to Customer of: (i) the likely 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 likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. ARL may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Quote. For any change or cancellation of Services after ARL's acceptance of Customer's purchase order, **Customer agrees and acknowledges that (i) once Services have been scheduled, Customer may not change the scope or performance of Services and (ii) if ARL has incurred time and material expenses in preparation of the performance of Services, then ARL may charge such expenses to Customer. All out of scope work performed for Customer shall be billed to Customer at \$150 per hour.**

6. Fees and Expenses; Payment Terms; Interest on Late Payments. The Customer agrees and acknowledges that the fees set forth in the Quote is an estimate and the final fees will reflect actual time and materials for the Services. Customer will be notified of any anticipated overage prior to completion of the Services. In consideration of the provision of the Services by the ARL and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in ARL's invoice and any additional shipping or disposal fees and services charges as provided herein. Prices quoted in the Quote are the cash discount prices. If Customers are granted credit by ARL, such pre-approved Customers shall pay all invoiced amounts due to ARL within 30 days from the date of ARL's invoice. All other Customers must prepay prior to Services beings performed. In the event payments are not received by ARL after becoming due, ARL may: (i) charge interest on any such unpaid amounts at a rate of 1.5% per month 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 has been made in full. ARL's minimum charge for the Services is \$800.

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

8. Confidential Information. All non-public, confidential or proprietary information of ARL, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by ARL 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 the provision of the

Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of the ARL. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. Customer agrees to use the Confidential Information only to make use of the Services and Deliverables. ARL shall be entitled to injunctive relief for any violation of this Section.

9. Warranty. ARL 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. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, ARL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) 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.

10. Indemnification. Customer agrees to release, protect, defend, indemnify and hold harmless ARL and its affiliates, parents, subsidiaries, employees, directors, contractors, agents and representatives (collectively, the "ARL Party") from and against any and all claims, demands, costs, liabilities, judgments, expenses (including attorneys' fees and costs) or causes of action (the "Claims") arising out of or in connection with the provision of the Services and the preparation of the test results report contemplated in the Quote and this Agreement, EVEN IF CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ANY ARL PARTY, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN ARL PARTY.

11. Limitation of Liability. IN NO EVENT SHALL ARL 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 DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ARL'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 ARL PURSUANT TO THE APPLICABLE QUOTE.

12. Termination. In addition to any remedies that may be provided under this Agreement, ARL may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (c) 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.

13. Waiver. No waiver by ARL of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by ARL. 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.

14. Force Majeure. The ARL 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 ARL 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), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ARL. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

16. 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.

17. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.

18. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the County of Williamson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

19. 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 in the Quote 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), facsimile (with confirmation of transmission) 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 (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20. 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.

21. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Submission to Jurisdiction and Survival.

22. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

23. Entire Agreement. This Agreement, together with the Quote, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement or Quote, the statements in the body of this Agreement shall control.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

25. Non-solicitation of Employees. Each party agrees that during the term of this Agreement and for a period of three (3) years after the expiration or earlier termination of this Agreement, neither party nor any of its affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence or encourage to terminate employment or employ or engage as an independent contractor, any current or former employee of the other party or any of its affiliates.