

SREENIGNE SERVICES TERMS AND CONDITIONS - ADDENDUM

These terms and conditions apply to services provided by the Sreenigne Services (“Seller”), These terms shall apply only to reverse engineering services and physical products provided or sold by Sreenigne Services.

Minimum Order Amount. There is a minimum order amount of \$50.

General Payment Conditions. Orders of \$2,000 or more must be prepaid in advance unless Buyer has an ongoing business relationship and acceptable credit established with Seller as determined by Seller. Orders for Services that are not paid for in full at the time of order and that exceed \$10,000 USD will typically require milestone payments as quoted by Seller. For Buyers located outside the U.S. and Canada, a 50% deposit is required with order placement and the balance is due prior to delivery of project data or physical products. Payment by credit card is permitted for any purchase orders not exceeding \$10,000 USD.

On-Site Project Terms. (Outside of Seller’s Facilities). If an order for an onsite project is not prepaid in full, Buyer must provide at least a 25% deposit for onsite projects that are not prepaid in full to cover travel, shipping, and other up-front costs. If detailed receipts are required for expenses, Seller may elect to invoice for the expenses separately after invoicing the technical services due to the time it takes to reconcile the expenses. Unless otherwise specified in Seller’s quotation, eight (8) hours is the minimum number of hours per day to be charged for onsite projects. Standard billing rates apply when Seller’s technician is on hold awaiting the ability to commence or resume working.

Buyer accepts that Seller may need to reschedule onsite projects in the event equipment and/or personnel become unavailable. Equipment unavailability can arise from product failure, delays in shipping from prior job sites, weather delays and many other reasons beyond Seller’s reasonable control. While Seller will make every reasonable effort to complete the project according to schedule, unexpected delays can arise and Seller may not be able to immediately accommodate a Buyer whose project is delayed without affecting subsequent projects.

For projects outside the United States, Buyer is responsible for duties and other taxes or fees related to temporary importation and re-exportation of equipment used on the project. Buyer also assumes responsibility for compensating Seller for the replacement value of any equipment that cannot be shipped out of the country.

For onsite projects, Buyer assumes all risk of loss and damage to the equipment arising from Buyer’s or Buyer’s representative’s direct handling and/or supervision of equipment. Buyer is also responsible for equipment damages arising from facilities/environmental issues such as unsafe conditions, failure to shield equipment from inclement weather, fire, electrical issues, radioactivity or other contamination that renders the equipment unusable. In the event of loss or damage of any kind to the equipment, Buyer shall reimburse Seller for the repair or replacement of the equipment (at Seller’s reasonable discretion).

Travel and related expenses are billed to Buyer at cost plus an administrative handling charge of 15%. Technician travel time to Buyer site and back is billed to Buyer at a reduced rate of \$80 per hour in addition to the hours worked.

Unless otherwise quoted by Seller, Technician rates increase to time and a half (150% of normal rate) for hours worked that exceed eight (8) hours per day, for evening or night shift work, or work on Saturday. Unless otherwise quoted by Seller, the rate for Sundays and holidays shall be double time (200% of normal rate).

If Seller technician has already traveled to perform onsite services but the project is canceled or delayed through no fault of Seller, Buyer will still be billed for travel expenses, travel time, and any incurred down time.

Long-Term Project Billing. For projects lasting longer than two (2) weeks, Seller will invoice Buyer on a prorated basis every 2 weeks.

Delivery and Training. A signed quotation is required before work can be initiated. A formal purchase order or full payment is required before project data can be delivered. A premium will be charged for expedited work, weekend work and overtime work based on required delivery time.

3D Scanning Process. Due to the very large quantity of quazi-organized data (point cloud) that results from the scanning process, it is unlikely that the point cloud will successfully import into software packages other than Geomagic, RapidForm,

Imageware, or Polyworks. Seller may need to 'develop' the surface of the part using an aerosol spray material so as to improve the quality of the measured data. This spray will likely clean completely off of the part after the scanning, but some residue may still be present. CAD models generated by Seller are based on information provided to Seller by Buyer. It is the Buyer's responsibility to verify that delivered CAD data meets expectations for accuracy and quality. Sreenigne neither provides nor implies that products provided from reverse engineering services are identical to original samples or that they are suited for service use.

Data Storage and Retention. Seller will archive Buyer data and parts for 90 days after project completion. Data or parts may be disposed of by Seller after 90 days. Seller strongly encourages Buyer to immediately download and retain a copy of all electronic data delivered by Seller and to advise Buyer in writing of Buyer's return-shipping instructions for any parts.

Use of Affiliates. In order to maximize Buyer satisfaction, Seller reserves the right to engage affiliated partners for subcontracted scanning, measurement, data processing and other services and by accepting Seller's quotation, Buyer agrees to allow Seller to outsource portions of project to Seller's affiliated partners.

Items Considered When Processing Quotes. The term "part(s)" refers to manufactured parts, fixtures, gages, masters, prototype parts, etc. Seller's quotations take into consideration the following items: (1) amount of characteristics to be measured; (2) amount and complexity of GD&T call-outs; (3) complexity to skew parts; (4) close toleranced features; (5) compound surfaces, arcs under 90 degrees, inaccessible areas using standard measuring equipment; (6) proper GD&T call-outs; (7) insufficient data or lack of data to perform measurement; (8) receiving date of parts; (9) delivery date of parts; (10) report structure and quantity; (11) shipping requirements; (12) quality and clarity of blueprints; (13) statistical requirements; (14) past measurements of same or similar parts. (15) requirements of special tooling or fixturing; (16) equipment needed to perform measurements; (17) surface finish of part features; (18) packaging and cleanliness of parts; (19) the use of outside vendors for measurement not performed at Seller's facility; and (20) size and weight of parts.

Export Compliance. Buyer must indicate on its request for quote and its purchase order which of the following statements applies to its project:

- The part(s) covered by this request for quote and its related technology are classified as EAR99 on the Commerce Control List in the U.S. Export Administrations and are not controlled for export from the United States, except to countries subject to U.S. embargoes or sanctions.
- The part(s) covered by this request for quote and/or its related technology are controlled for export from the United States to countries in addition to those subject to U.S. embargoes or sanctions. [Note: For these quotes, Buyer must certify in writing to Seller the correct Export Control Classification Number (ECCN) as set forth in the U.S. Export Administration Regulations, or the correct defense article, service or technology category as set forth in the United States Munitions List of the International Traffic in Arms Regulations. These quotes will require special processing and Seller may need additional information from Buyer]

Buyer agrees to indemnify and hold Seller harmless from and against any all claims, demands, liability, losses, costs or expenses (including reasonable attorneys and legal fees) based on Seller's failure to provide accurate information pursuant to this provision, or based on any governmental action or inquiry based on Buyer's failure to comply with all U.S. export control laws.

Work Product Use Indemnification. Buyer warrants and represents that it will not use any services, work product or scanned data provided by Seller for any illegal purpose, including without limitation, for the purpose of infringing, misappropriating or violating any third party intellectual property rights. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, demands, liability, losses, costs or expenses (including reasonable attorneys and legal fees), based on or arising out of a breach of the aforesaid warranty and representation. Buyer further agrees to indemnify and hold Seller harmless from and against any and all claims, demands, liability, losses, costs or expenses (including reasonable attorneys and legal fees), based on any third party claim that Seller infringed, misappropriated or violated any third party intellectual property rights based on the services, work product or scanned data provided by Seller to Buyer, whether alleged to be direct, indirect and/or contributory.

Dispute Support Limitations. Unless agreed in writing as part of Seller's quotation, Buyer understands and agrees that Seller shall not be required to support Buyer or any other third party with respect to any actual, potential or threatened litigation, arbitration or other dispute related matters (e.g., testimony, discovery, or otherwise). To the extent Seller does agree in its quotation to provide any such support, the terms, conditions and costs for such support will be provided with the quote. Buyer also agrees to indemnify and hold Seller harmless from and against any all claims, demands, liability, losses, costs or expenses (including reasonable attorneys and legal fees) based on Seller being legally required to support or participate in any such matters without Seller's aforesaid agreement to do so.