

## Terms & Conditions for Services

1. **SERVICES** Comark will provide personnel to perform the services set forth in the attached Proposal at the customer site referenced in said Proposal pursuant to the terms set forth herein.
2. **PAYMENT.** Customer shall pay Comark the sum set forth in the Proposal within thirty (30) days from the date Comark personnel leave the site. If a price is not specifically stated, services will be billed at the rate of \$1,500/ day plus travel costs to and from the site. Hotel, meal, local transportation, and other daily expenses are included in the \$1,500/day rate. Services shall be billed portal-to-portal. That is, travel time is billable. Work performed outside the United States and Canada may be subject to a surcharge. Contact Comark for international rates.
3. **SPARES AND EQUIPMENT.** Customer remains responsible for all costs associated with the purchase of spares and replacement parts and equipment if and as needed. All normally warranty returns, and pricing policies shall apply to any parts replaced during the service visit.
4. **CUSTOMER OBLIGATIONS**
  - a. **ACCESS AND SAFETY.** Customer shall be responsible for the following: 1) obtaining any permit, visas, licenses or other approvals or authorizations necessary for the performance of the services provided hereunder. 2) providing Comark with all information needed regarding the site and its equipment for Comark to perform the services set forth in the Proposal. 3) ensuring that Comark shall have timely, safe and complete access to the work sites and facilities needed by all Comark employees and/or subcontractors performing hereunder. Comark retains the prerogative to decline to provide services at any time should it determine in its sole discretion that the working environment may not be safe.
  - b. **EQUIPMENT.** Customer is responsible for providing a set of working, calibrated test equipment suitable for the successful completion of the requested service. However, when necessary and when sufficient prior notice is provided to Comark. Comark can provide any additional pieces of required test equipment on a rental basis. A rental fee of \$100/day shall be assessed for each piece of major test equipment supplied. A piece of major test equipment is defined as having a retail value exceeding \$1,000 if purchased new. Comark reserves the right to utilize its own rental equipment, and assess the corresponding rental fee and shipping costs if any, should the equipment supplied by the customer be deemed unsuitable by the Comark representative on-site.
5. **SUBCONTRACTING.** Comark reserves the right to subcontract for the performance of the services hereunder.
6. **FORCE MAJUERE.** Neither party shall be responsible for a default, delay or failure to perform, if such a default, delay or failure is due to causes beyond its reasonable control including, but not limited to: labor disputes; civil disturbances; actions or inactions of governmental authorities, epidemics, war, embargoes, fire, acts of God or default of a common carrier or supplier. This section shall not apply to Customer's obligation to pay any fee(s) due under this Agreement.
7. **JUSISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts between residents of the Commonwealth of Massachusetts that are to be wholly performed with such state. The interested party agrees that any action or proceeding arising out of or related in any way to this Contract shall be brought solely in a court of competent jurisdiction sitting in the Commonwealth of Massachusetts. The interested party hereby irrevocably and unconditionally consents to the jurisdiction of any such court and hereby irrevocably and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any party thereto. The interested party hereby irrevocably and unconditionally waives the right to a jury trial in connection with any claim arising out of or related to this Contract, the information or the transaction. No action with regard to any dispute or controversy arising out of or in connection with this Contract or the Product(s) shall be brought more than one (1) year after the cause of action accrues.
8. **IDEMNIFICATION.** Each party shall indemnify and hold the other party and its officers, agents, servants, subsidiaries, assigns and employees, harmless from any direct loss, damage, liability or expense, resulting from damage to property, private or public, and injuries, including death, to persons, arising from any occurrence caused by it acts or omission or its subcontractors' or representatives' acts or omissions, and at its expense shall defend any suits or other proceeding brought against the other party or its officers, agents, servants, subsidiaries and employees, or any of the them, on account thereof, and shall pay all direct expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them in connection therewith.
9. **INSURANCE.** The parties shall carry adequate insurance to protect each other against all loss, damage and costs that may be incurred resulting from events under this agreement. Each party shall provide, at the request of the other, a Certificate of Insurance giving evidence that such insurance is in effect and will be kept in effect and not materially changed during the performance of this Agreement.
10. **LIMITATION OF LIABILITY.** Comark's liability for all claims arising from this Agreement shall be limited to the fee paid Comark for the service provided. Comark shall not, under any circumstances, be liable for special, indirect, incidental or consequential damages including but not limited to lost profits or revenues, which may arise out of or under this Agreement. The limitation in the previous sentence and the exclusion of indirect, consequential, special or incidental damages shall remain in full force and effect even if Comark was made aware of the possibility or likelihood of any such potential damages.