

**Strimo, LP**  
**ADDENDUM FOR CONSULTING SERVICES**

Capitalized terms used herein without definition have the meaning set forth in the Strimo Subscription License Agreement (“Agreement”). This Addendum is applicable to Clients of Strimo who wish to engage Strimo to provide certain asset management related technical consulting services (the “Services”). In order to receive Services, Clients must first accept and be a party to the Agreement. Clients accept the terms of this Addendum by checking the appropriate box on the Strimo Order Form. The terms of this Addendum govern the delivery of Services to Client by Strimo.

1. Services. Strimo agrees to provide the Services to Client from time to time during the term of this Addendum. The Services shall consist of projects requested by Client and agreed to by Strimo, as evidenced by a written Statement of Work (a “SOW”) prepared and submitted by Strimo to Client, describing in reasonable detail the specific services requested of Strimo. Each SOW shall be in a form substantially similar to the SOW attached to this Addendum as Exhibit "A." When executed by both Parties, each SOW shall constitute a separate legally binding agreement between the Parties regarding the subject matter addressed in the SOW and subject to the terms of this Addendum. SOWs may only be amended by a written change order signed by both Parties. In the event of a conflict between any terms of this Addendum and a SOW, the terms of the SOW shall prevail.

In the event that the Client requests in writing any changes to the Services that directly or indirectly would cause an increase in the cost or time required to perform any part of the Services, Strimo shall, within fifteen (15) calendar days of such written notice of change, notify the Client of any corresponding adjustments to the fees, term or other provisions of the SOW. The changes to the SOW shall become effective upon the execution of a written change order by both parties.

2. Fees; Payment. Each SOW shall specify the fees for the Services covered by the SOW, which may include fees of third party vendors or subcontractors engaged by Strimo to provide goods or services on Client's behalf (collectively, “Subcontractors”). Unless otherwise specified in a particular SOW, Strimo shall invoice Client for the Services promptly following the close of each calendar month. Each invoice shall include a description of all the Services covered by the invoice.

In addition to payment of fees, Client shall reimburse Strimo and its Subcontractors, for reasonable travel, lodging, meals, long distance telephone charges and similar out-of-pocket expenses incurred by Strimo or its Subcontractors on Client's behalf, upon Client's receipt of reasonable receipts or other supporting documentation. As an independent contractor, Strimo shall be responsible for payment of any taxes on amounts paid by Client to Strimo under this Addendum. Client shall be solely responsible for payment of any other taxes (including all federal, state or local sales or use taxes, intangible taxes and property taxes) resulting from or related to this Addendum or the Services provided. Client agrees to hold Strimo harmless from all claims and liability arising from its failure to report or pay any such taxes. Strimo will present its invoices for all fees and expenses incurred under this Addendum to such person as Client shall designate from time to time. All invoiced amounts shall be due and payable within 30 days after invoice date. Any amounts not timely paid shall, at Strimo's option, bear interest beginning on the 31<sup>st</sup> day after invoice date until paid at a rate of 1½% per month.

3. Quality

A. Quality of the Services; Warranty. Strimo represents and warrants to Client that Strimo shall perform the Services in a professional, workmanlike and safe manner, and shall at all times use its commercially reasonable best efforts to achieve the goals and objectives, and meet the specifications and performance criteria, stated in each SOW.

B. Remedies in the Event of Breach. In the event of any failure to fulfill the commitments made in the immediately preceding paragraph, and as Client's sole and exclusive remedy for such failure, Strimo will use its commercially reasonable best efforts to cure any demonstrable failure in respect of Services provided pursuant to a given SOW as soon as reasonably practicable after receiving written notice thereof from Client, provided that Client gives Strimo written notice of the breach within 90 days after completion or delivery of such Services. If Strimo is unable to remedy the failure and this Addendum has not yet terminated by its terms, Client may terminate this Addendum without penalty.

C. **Warranty Disclaimer.** Strimo **DISCLAIMS ANY WARRANTY WITH RESPECT TO THE SERVICES EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.A ABOVE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

4. **Supervisory Employees.** If appropriate given the magnitude of the Services provided to Client from time to time, Client and Strimo will each designate one or more individuals to manage and oversee the Services and the Parties' working relationship. If requested by Strimo, Client's designated individual(s) will form a "guidance committee" for the purpose of prioritizing Strimo task assignments on a weekly basis, or with such other frequency as the Parties shall mutually agree. Strimo will provide status reports regarding pending task assignments to the designated individual(s) from time to time as requested.

5. **Location of Provision of Services.** Strimo will provide the Services covered by a given SOW at the facilities of either Client or Strimo, as specified in the SOW. If the Services are to be provided at Client's facilities, Client will provide reasonable office space in a location suitable for the provision of the Services and will supply Strimo with adequate support to provide the Services, including without limitation copiers, telephones, and such other goods and services as are reasonably required or specified in the SOW.

6. **Procurement.** If a SOW contemplates the purchase of hardware, software or other items for Client, Strimo or any Subcontractor, or if Strimo or a Subcontractor requires any such item(s) in order to facilitate the efficient delivery of the Services, Strimo shall notify Client in writing (which notice may be contained in the applicable SOW) of any relevant specifications or other information regarding the required item(s). Client shall notify Strimo either that Strimo should procure the item(s), or that Client will procure such item(s) itself. If Strimo is procuring the item(s), Client shall reimburse Strimo for the procurement of the item(s) pursuant to the invoice provisions contained in Section 2. If Client is procuring the item(s) and Strimo has indicated in its notification a target date by which it requires the item(s), Client shall make reasonable efforts to meet the target date. Strimo will provide reasonable assistance and recommendations as appropriate or as requested by Client. Any such item(s) that are not consumed during the provision of the Services shall remain the property of Client unless the applicable SOW provides otherwise.

7. **Employee Matters.**

A. **Client Employee Policies.** All Strimo and Subcontractor personnel performing Services on Client's premises shall comply with reasonable Client safety rules and other rules adopted by Client for its own employees.

B. **Non-Solicitation.** Each Party agrees that during the term of this Addendum, and for a period of one year from the date of the termination or expiration of this Addendum, such Party will not, without the prior written consent of the other Party, directly or indirectly solicit, request or advise any employee of the other Party (and, in the case of Client, any employee of any Subcontractor) to leave the employ of the other Party or Subcontractor, nor will such Party in any way whatsoever enter into a business or professional relationship with any such employee.

8. **Ownership of Work Product.** All software source code, copyrights, data, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed, created or improved by either Party or a Subcontractor pursuant to and during the term of this Addendum (collectively, the "Work Product") shall belong exclusively to Strimo, unless otherwise specified in a particular SOW. Upon Client's request, Strimo shall take such further actions, including execution and delivery of license Addendums, under mutually acceptable terms and conditions, to grant a license to the Client to use the Work Product.

9. **Confidentiality.** In connection with the Services to be provided by Strimo under this Addendum, each Party expects to furnish to the other Party certain "Confidential Information" as defined below, and does not wish to make such Confidential Information public or common knowledge or have it disclosed to any third party or used for any purpose other than as described in this Addendum. The term "Confidential Information" shall mean (i) any information, technology, engineering, concept, software, idea, know-how, process, technique, program, design, formula, business plan, work product or work-in-process; (ii) any technical, financial, geological, geophysical, seismic, production or sales information; (iii) any information regarding suppliers, Clients, employees, investors or other funding sources, prospective acquisitions or investments, business opportunities, or business operations, and any information regarding any such person, entity or opportunity; or (iv) any other information or

materials, whether written, graphic, or in any other form, that belongs to a Party ("Discloser") and is learned by or disclosed orally, electronically or otherwise to another Party ("Disclosee") in the course of discussions, studies or other work in providing the Services. Confidential Information is not intended to include the distribution of data outputs, analysis or reporting from the SOW(s) resulting from the ordinary course of business of the Parties.

Except as required by law or as otherwise agreed to in writing by Discloser, Disclosee agrees (i) to keep, and to cause its Representatives (as defined below) to keep, all Confidential Information confidential and not to disclose or reveal any such Confidential Information to any person other than its Representatives who need to know the Confidential Information for the purpose of providing the Services; (ii) not to use, and not to allow its Representatives to use, Confidential Information for any purpose other than in connection with the provision of the Services; (iii) not to disclose, and not to allow its Representatives to disclose, to any person, other than those of its Representatives who need to know in connection with the provision of the Services, any information about the terms or conditions pursuant to which the Services are being provided or any other facts relating to the Services, including without limitation the fact that Confidential Information has been made available to it or its Representatives; and (iv) to promptly deliver to Discloser, upon written request, any and all documents, notes or other physical embodiments of or reflecting the Confidential Information (including any copies) that are in Disclosee's possession or control. A "Representative" of a person shall mean such person's directors, officers, employees, agents, advisors (including financial advisors, counsel and accountants) and controlling persons. A "person" means any individual, corporation, company, partnership or other entity. A Disclosee shall be responsible for any breach of the terms of this Section 9 by it or its Representatives.

The covenants contained in this Section 9 shall not apply to any information to the extent the information (i) is, or at any time becomes, available to the public, other than through the wrongful act or omission of Disclosee; (ii) is independently discovered or developed by employees, agents or contractors of Disclosee who have had no access to the Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is in response to a valid order of a court or authorized governmental agency. However, with respect to (iv), should Disclosee receive any such order, it shall immediately notify Discloser and shall cooperate as reasonably requested by Discloser in limiting or controlling such disclosure, except to the extent prohibited by valid order of a court or authorized governmental agency.

10. Term of Addendum. This Addendum shall remain in effect until terminated as set forth in Section 11 below.

11. Termination.

A. Termination of Addendum. This Addendum shall automatically terminate upon termination of the Agreement. Termination of this Addendum pursuant to this Section 11.A shall have the effect of terminating all outstanding SOWs, unless a particular SOW specifically provides otherwise or the Parties expressly agree otherwise in writing as to one or more SOWs.

B. Termination for Cause. Either Party may terminate this Addendum upon written notice to the other Party in the event of a material breach or material non-performance by the other Party of its obligations under this Addendum. As a condition to termination under this Section 11.B, the terminating Party shall have first given the other Party an initial written notice referencing this Section 11.B and describing in detail the breach or non-performance complained of, and the other Party shall have failed to cure such breach or non-performance within 30 days of its receipt of such notice; provided, however, that in the case of a breach for failure to satisfy a payment obligation, the non-breaching Party may terminate this Addendum immediately upon written notice to the breaching Party. Termination of this Addendum pursuant to this Section 11.B Addendum shall have the effect of terminating all outstanding SOWs, unless a particular SOW specifically provides otherwise or the Parties expressly agree otherwise in writing as to one or more SOWs.

C. Termination for Convenience. This Addendum may be terminated by either party for convenience on thirty days prior written notice whereupon this Addendum shall terminate upon completion of any open SOWs.

D. Effect of Termination. Termination pursuant to Section 11.A or 11.B shall be without prejudice to the rights of the non-breaching party. Sections 3, 7B, 8, 9, 13 and 14 shall survive termination of this Agreement.

12. Independent Contractor. The relationship of the Parties is that of owner (*i.e.*, Client) and independent contractor (*i.e.*, Strimo) and is not one of employment or agency, express or implied. As owner, Client is interested only in results to be achieved, and the conduct and control of the Services hereunder shall remain solely with Strimo as independent contractor; provided that Client shall be entitled to oversee and inspect the Services. Without limitation of the foregoing, Strimo acknowledges and agrees that it is not entitled to any employment status, benefits or rights that Client may provide from time to time to its employees.

13. Limitation of Liability. The collective liability of Strimo and any of its Subcontractors providing Services to Client and Client's employees, agents, affiliates, subcontractors and Clients for any reason whatsoever will be limited to direct damages and will not exceed the amount of the fees paid by Client under the SOW giving rise to the claims during the three-month period preceding the incident on which the claim is based. In no event will Strimo or any of its Subcontractors be liable for incidental, special, indirect or consequential damages (including lost profits) suffered by Client or Client's employees, agents, affiliates, subcontractors or Clients, even if Strimo or its Subcontractor has previously been advised of the possibility of such damages. Except for payment of amounts due hereunder from Client to Strimo, in no event shall one Party assert a cause of action against the other Party pursuant to this Addendum or any SOW more than one year after the Party asserting the claim knew or should have known of the facts giving rise to such cause of action.

14. Dispute Resolution. If a dispute exists among the Parties relating to this Addendum, any SOW or any Services, Strimo and Client will adhere to the following procedure prior to initiating any judicial proceedings:

A. Either Party may notify the other Party in writing of the occurrence of a dispute whereupon the Parties will establish a mutually convenient time to discuss the dispute. In any event, the discussion will occur within two business days after delivery of the notice of dispute.

B. If the Parties are unable to resolve the dispute by discussion, either Party may then give the other Party written notice that the dispute continues. Within two business days after delivery of such notice, senior level representatives of each Party will meet to discuss the issue at a mutually convenient time and place. If the dispute has not been resolved during the seven days following the initial meeting of the designated representatives, either Party may then request non-binding mediation by written notice to the other Party.

C. Within seven calendar days after a request for mediation from either Party, the Parties will agree in writing to the selection of a mediator and commence non-binding mediation. Each Party will bear its own cost of mediation and one-half the cost of the mediator.

D. If the Parties are unable to resolve the dispute after conclusion of the mediation, then all unresolved disputes arising under this Addendum shall be submitted to arbitration under the rules of the American Arbitration Association. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

15. Assignment. Neither Party shall assign its rights or responsibilities under this Addendum or any SOW without the prior written consent of the other Party, except that (i) Strimo shall be free to engage Subcontractors as it sees fit to assist in providing the Services, and (ii) either may assign its rights and responsibilities under this Addendum or any SOW to an affiliate or a successor in interest as a result of any merger, asset sale, stock sale or similar transaction involving such Party.

16. Force Majeure. Both Parties will be excused from performance under this Addendum or any SOW (other than performance of an obligation to pay money) for any period and to the extent it is prevented from performing, in whole or in part, as a result of an act of God, war, terrorism, civil disturbance, court order, labor dispute, third party nonperformance or other cause beyond its reasonable control, including failures or fluctuations in power, heat, light, air conditioning or telecommunications equipment.

EXHIBIT "A"  
TO  
ADDENDUM FOR CONSULTING SERVICES

**STRIMO STATEMENT OF WORK ("SOW")**

SOW NO:

CLIENT:

DATE:

**TERMS AND CONDITIONS:**

- X When signed by Strimo ("Strimo"), and the entity named above as "CLIENT" ("Client"), this SOW is a legally binding agreement, enforceable against the parties in accordance with its terms. The terms and conditions of the Consulting Services Addendum are incorporated into this SOW by reference, and any capitalized terms used herein without definition have the meaning assigned in the Addendum.
- X In accordance with Section 1 of the Addendum, Client requests that Strimo provide the services (the "Services") to Client, and agrees to pay Strimo the fees (the "Fees") in exchange for the Services, both as described on Attachment 1 to this SOW. Strimo agrees to provide the Services to Client substantially as specified in Attachment 1, in exchange for the Fees.
- X In the event of a conflict between the provisions of this SOW and the Addendum, the provisions of this SOW shall control. Any terms contained in Client's purchase orders, acknowledgments or other forms relating to the Services that are inconsistent with this SOW or the Addendum are void and of no effect.

This SOW has been executed by the parties as of the date indicated.

**STRIMO, LP:**

**CLIENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: \_\_\_\_\_

Title:

Title: \_\_\_\_\_

DATE:

DATE:

**ATTACHMENT 1 TO STATEMENT OF WORK (“SOW”)**

**DESCRIPTION OF SERVICES AND FEES**

**SCOPE OF SERVICES:**

**SPECIFIC SERVICES AND DELIVERABLES:** Specifically, the Parties agree that Strimo will provide services as identified XXXXX

**SUBCONTRACTORS:** In providing the Services, Client agrees that Strimo may use Subcontractor labor, at its sole and absolute discretion, to complete this SOW.

**SCHEDULE:** Assuming all of the critical success factors discussed below are favorable, Strimo expects to complete the Services XXXXX from the date of this SOW. The target date for completion may be adjusted as project scope warrants.

**CRITICAL SUCCESS FACTORS:** Strimo's obligations under this SOW and the Agreement with respect to the Services to be provided pursuant to this SOW, are conditioned upon, and assume the existence of, the following:

1. XXXXX
2. XXXXX

**OWNERSHIP:** As provided for in Section 8 of the Agreement, Strimo shall own all Work Product produced for this SOW.

**FEES:** The Services shall be provided XXXXX

**PAYMENT INSTRUCTIONS:** As provided in Section 2 of the Agreement, all Fees and related expenses due to Strimo by Client should be paid by check to Strimo, unless otherwise agreed to in writing by both Parties.