

Master Service Agreement

This Master Service Agreement ("**MSA**") sets forth the terms and conditions governing the relationship between Synchroness, Inc. ("**Synchroness**") and the entity or organization that is engaging Synchroness to perform services on its behalf (such entity or organization, "**Customer**").

The main body of this MSA covers all work performed by Synchroness (Projects conducted at Synchroness Facilities under Synchroness project management control, aka "PD/PLM" work; and Engineering Services conducted onsite at our Customer facilities under their project management control, aka "Engineering Services" or "ES" work).

Appendix A contains additional terms and conditions that are relevant only to ES/Direct Hire work (personnel located onsite at our Customers facilities under their project management control or when Synchroness acts as a direct recruiter for an open position).

Please review this MSA carefully. By accepting this MSA (which may be indicated by Customer signing a proposal, issuing a purchase order to Synchroness, or by clicking a box that indicates acceptance of this MSA), Customer agrees to all of the terms of this MSA. If Customer does not agree to any of the terms of this MSA, Customer must not accept this MSA and must request all desired changes in writing. The person who indicates acceptance of this MSA on behalf of Customer hereby represents and warrants that he or she has full authority to do so.

1. Interaction of MSA and Project Proposals. This MSA applies to any work product provided by Synchroness to Customer pursuant to a Project Proposal (as defined below for PD/PLM and/or ES work) and to any design, development, pre-production manufacturing engineering and prototype services performed by Synchroness on behalf of Customer ("**Services**"), regardless of whether the parties have entered into a Project Proposal for such Deliverable or Services. This MSA incorporates by reference the terms and conditions of any specific product design or product manufacturing agreement executed by both parties (a "**Project Proposal**"). Each Project Proposal will include the scope, cost, deliverables to be provided by Synchroness ("**Deliverables**"), and project specific details. Any additional or different terms proposed by Customer, whether in a request for proposals, purchase order, acknowledgement, or otherwise, are unacceptable to Synchroness, are expressly rejected by Synchroness, and will not become part of this MSA. Where specific terms of a Project Proposal conflict with the terms of the MSA, the terms of the Project Proposal will take precedence for the fees and expenses and the specific scope of Services detailed in that Project Proposal, but the terms of the MSA will take precedence over the terms of the Project Proposal in all other respects. To the extent the parties wish to supersede a term or condition of this MSA with the term or condition of a Project Proposal, the applicable Project Proposal must expressly reference such term or condition of this MSA and expressly state the intent of the parties to override such term or condition of MSA.
2. Services.
 - a. Schedule: Synchroness will use commercially reasonable efforts to meet the schedule set forth in the Project Proposal and to attempt to accelerate the

schedule to the extent reasonably requested by Customer wherever possible. Notwithstanding the foregoing, due to the uncertain nature of product development, Synchroness cannot guarantee schedule dates. Synchroness will advise Customer of any conditions or events it discovers which may delay the completion of the project.

- b. Modifications. Any changes, additions or deletions to the Services and applicable Deliverables requested by either Customer or Synchroness (each, a "**Modification**") will comply with this Section. Each party will propose any Modification through a written request to the other party. Upon proposing its own Modification to Customer, or after receipt of Customer's request for a Modification, Synchroness will submit a proposal to Customer describing the change and any effect on price, schedules, or other anticipated effects of the proposed Modification. Customer will either accept the proposal for the Modification in writing, or notify Synchroness of its objections to the proposal, in which case the parties will negotiate in good faith the terms that will apply to the Modification. No changes to any Services, Deliverables or Project Proposals will be valid or binding unless and until accepted in writing by both parties.
- c. Acceptance. Upon receipt of a Deliverable from Synchroness, Customer shall have five (5) days to accept or reject the Deliverable (the "**Acceptance Period**"). If Customer determines that the Deliverable fails to satisfy the criteria for acceptance set forth in the Project Proposal, then before the end of the Acceptance Period Customer may provide Synchroness with a notice stating in reasonable detail the manner in which the unaccepted Deliverable failed to meet with such criteria. Upon receipt of such a notice, Synchroness shall, adjust the unaccepted Deliverable and Customer shall have an additional five (5) days within which to accept such corrected Deliverable. The parties agree to repeat the procedure set forth in this Section up to three (3) times. If after three (3) attempts, the non-conformities and deficiencies are not corrected then either (i) Customer may elect to have Synchroness continue to attempt to correct the non-conformities, and the parties will enter into a mutually agreeable change order that will allow Synchroness to be paid on a time and material basis for the ongoing work or (ii) the MSA may be terminated by Customer or Synchroness immediately upon written notice to the other. If Customer fails to notify Synchroness of its acceptance or rejection of the Deliverable by the expiration of the Acceptance Period, then the Deliverable will be deemed accepted upon the end of the Acceptance Period.
- d. Design Materials. Customer's execution of the applicable Project Proposal authorizes Synchroness to procure, without Customer's prior approval, any components, materials and supplies that are necessary to perform the Services or create the Deliverables, based on the lead time for such items ("**Design Materials**"). Upon completion of the Services or termination of the applicable Project Proposal or this MSA, Customer will either (a) purchase any remaining Design Materials from Synchroness at cost plus a fifteen percent (15%) material handling fee; or (b) direct Synchroness to either return such materials to the supplier (if returnable) or sell the Design Materials to a third party, and pay Synchroness the difference between the reimbursement or sales price actually received by Synchroness and the cost plus a fifteen percent (15%) material handling fee.

- e. Record Retention: Quality record retention requirements are based on product type and may require the manufacturer to retain product records, including product development and test records, for at least the lifetime of product or device. Because Synchroness does not manufacture any products, our record retention policy is two years after transfer of all deliverables to the customer, regardless of the product type. The responsibility for retaining all records created by Synchroness is the sole responsibility of the manufacturer and/or customers.
 - f. Services for Others. Customer acknowledges that Synchroness may perform services from time to time for other persons or entities that are similar to the Services provided to Customer. This MSA will not prevent Synchroness from using its personnel, equipment and resources utilized in performing Services for the purpose of performing such similar services for such third parties, *provided however*, the foregoing will not limit Synchroness' obligations under the NDA (as defined below in this MSA) with respect to Customer's confidential information.
3. Termination: This MSA may be terminated by Customer at any time, with or without cause, by 30 days written notice to Synchroness. Synchroness may terminate this MSA for breach if Customer defaults in the performance of any term or condition of this MSA and fails to cure such default (if curable) within thirty (30) days after receipt of written notice thereof. Any termination of the MSA will not affect Customer's obligation to pay Synchroness for Services properly performed up to the date of the termination and additional charges required to close the project. Both parties agree to negotiate in good faith the cost incurred by Synchroness. Sections 1 (Interaction of MSA and Project Proposals), 2 (Services), 3 (Termination), 4 (Fees and Payment), 6 (Relationship), 7 (Confidentiality), 8 (Governing Law; Venue), 10 (Ownership), 11(b) (Disclaimer), 12 (Indemnity), 13 (Limitation of Liability), and any terms necessary to enforce any of the foregoing, will survive any termination or expiration of this MSA.
4. Fees and Payment. Fees will be designated as either fixed bid or time and materials based in the applicable Project Proposal and shall be payable by Customer pursuant to the Project Proposal and the terms and conditions set forth in this Section 4. In the case of a time and materials project, Customer acknowledges that the amounts set forth in the Project Proposal are only estimates, and agrees that Customer will be responsible for all Services provided by Synchroness on a time and materials basis. In the case of a fixed bid project, Customer acknowledges that the scope of work to be performed is only that work described in the Project Proposal
- a. Milestone Billing: A deposit of 50% for the current phase is required to start work on the phase. This deposit will secure a project start date and resource allocation within Synchroness. Synchroness will invoice Customer for fees based on milestones defined in the Project Proposal.
 - b. Monthly Billing: For billing on fixed cost projects, Synchroness invoices percent complete for the project unless otherwise stated in the Project Proposal.
 - c. Engineering Services: For billing on Engineering Services projects, Synchroness invoices on the last day of the month for hours worked in the current month.

- d. Travel Expenses: Any travel will be billed at cost. Overnight or overseas travel will be billed at standard labor rates for the amount of time spent traveling for the project, but not to exceed nine (9) hours per twenty-four (24) hour period. Any plane trip exceeding 8 hours in one leg will be ticketed as Business Class. Reimbursable expenses are billed at cost as they are incurred. Mileage charged at the federal rate. Customer has the right to approve travel costs in advance.
 - e. Material Expenses: Project materials are subject to a 15% handling charge and may be billed when ordered. The cost of project materials subject to the handling charge includes the cost of freight and all applied taxes, fees, and tariffs.
 - f. Third-Party Services: Fees charged by third-party service providers are subject to a 15% carrying charge and may be invoiced to Customer when Synchroness is charged for the services provided.
 - g. Payment: For all undisputed invoices, Customer agrees to pay all invoiced amounts within thirty (30) days from the date of invoice (NET 30). Synchroness must be notified of disputed invoices within 5 business days.
 - h. Customer further agrees to pay all of Synchroness' costs of collection (including reasonable attorneys' fees) of any amounts owed Synchroness by Customer. If Customer fails to make payment as agreed, Synchroness may stop work on the project in which event any schedule dates agreed will become invalid. Late payments shall accrue interest at a rate of 1.5% per month until paid. All fees are exclusive of federal, state and local excise, sales, use, VAT, and similar transfer taxes, and any duties, and Customer shall be responsible for all such items, excluding any taxes on Synchroness' income. Ownership of Deliverables will not be effective until full payment for such Deliverables has been received.
5. Use for Marketing Purposes: Following public disclosure by Customer, Synchroness reserves the right to use images and/or descriptions of the product(s) designed for portfolio purposes. Use of the Customer name will be limited to customer list and Synchroness website.
6. Relationship: Neither party shall be deemed to be an agent of the other party for any purpose, and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever. Nothing in this MSA is intended to confer any rights, benefits, obligations or liabilities on any third party. Synchroness shall comply with this MSA, but Synchroness is otherwise free from control or direction by Customer over the performance of its duties and obligations hereunder, including the details and methods of such performance.
7. Confidentiality: Either prior to or simultaneously with the execution of this MSA, Customer and Synchroness have executed a separate confidentiality agreement (the "NDA"). The NDA is hereby incorporated into this MSA by reference. Information disclosed before and after the date of this MSA by or on behalf of Customer or Synchroness with respect to this MSA or its subject matter is subject to the NDA.

8. Governing Law; Venue: This MSA shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made and performed therein. The parties hereby submit themselves to the jurisdiction of the courts of the State of Colorado for the determination of any controversy arising under or in connection with this MSA, and agree that all service of process may be made by registered (return receipt) mail to the other. The prevailing party in any dispute shall be entitled to recover its reasonable attorney's fees and costs incurred, in addition to any other damages.
9. Assignment: Neither this MSA nor any right or obligation arising from this MSA shall be assignable or shall be assigned by either party without the prior, express written consent of the other party, which shall not be unreasonably withheld. Any attempted assignment in contravention to this Section will be void and of no force or effect. This MSA shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
10. Ownership:
- a. Deliverables. Subject to all terms and conditions of this MSA and upon payment to Synchroness in full for all Deliverables, Synchroness will assign and transfer to Customer all right, title and interest in and to all Deliverables developed by Synchroness hereunder and all intellectual property rights therein.
 - b. Customer Technology. Customer hereby grants to Synchroness a perpetual, irrevocable, nonexclusive, royalty-free, fully-paid, worldwide license under Customer's intellectual property rights to use, perform, display, reproduce, modify, adapt, distribute, prepare derivative works, make, have made and sell, any Customer-proprietary information provided to Synchroness for incorporation into any Deliverable(s) produced under this MSA. Subject to the foregoing license, Customer will retain exclusive ownership interest in all Customer-proprietary information and any other proprietary materials or content that it supplies to Synchroness during performance under this MSA or any Project Proposal.
 - c. Synchroness Technology. To the extent any Synchroness Technology (as defined below) is incorporated into or provided with any Deliverables, subject to the payment of all amounts due hereunder and all other terms and conditions of this MSA, Synchroness grants to Customer a limited, non-exclusive and terminable license to such Synchroness Technology solely for the purposes of using the Deliverables in their intended manner. "**Synchroness Technology**" means any all technology, inventions, ideas, processes, formulae, software, hardware, data, works of authorship, know-how, discoveries, developments, designs and techniques, whether or not patentable or copyrightable, supplied by Synchroness or its subcontractors in performance of the Services or incorporated into the Deliverables, that was either previously owned, developed or created by, or licensed to, Synchroness or its subcontractors prior to the commencement of the Services, or that was developed or created by Synchroness or its subcontractors outside of their performance under this MSA or any Project Proposal. Subject to the foregoing, Synchroness retains exclusive ownership rights and interest in all Synchroness Technology and any other proprietary materials or content that it supplies to Customer during performance under this MSA or any Project Proposal, whether or not such

Synchroness Technology is incorporated into any Deliverables. All Synchroness Technology constitutes Synchroness' confidential information.

- d. Third Party Products. In order to be able to perform the Deliverables properly, Customer will obtain and comply with applicable licenses to any third party software, hardware, technology or other intellectual property rights, which licenses must be obtained and maintained at Customer's sole cost and expense.

11. Warranties:

- a. Limited Warranty. Synchroness warrants that the Services will be performed in a professional and workmanlike fashion, consistent with industry standard practices. Synchroness will perform the mutually agreed work (including any agreed upon test plans), but makes no warranty that the results of the design and development will be successful, or that the operation of any Deliverable or any resulting product will be uninterrupted or error-free.
- b. Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 11 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY SYNCRONESS TO CUSTOMER UNDER THIS MSA OR ANY PROJECT PROPOSAL. SYNCRONESS SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WITH REGARD TO ANY SUBJECT MATTER OF THIS MSA, THE SERVICES AND ANY DELIVERABLES (OR RESULTING PRODUCT), INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY.

12. Indemnity:

- a. By Synchroness. Synchroness will, at its own expense, indemnify, defend and hold Customer harmless from and against any and all claims, costs, fees (including reasonable attorneys' fees), damages, liabilities and expenses to the extent arising from any third party claim for (a) property damage, personal injury, or death caused by any negligent or intentionally wrongful act or omission of any Synchroness personnel while performing under this MSA or Project Proposal or while on Customer's premises; or (b) infringement or misappropriation of a third party's copyrights or trade secrets by any of Synchroness Technology or Deliverables developed by Client hereunder (except to the extent such claim arises out of or relates to any express directions, specifications or instructions made by Customer or Synchroness' use of any Customer-proprietary information).
- b. By Customer. Customer will, at its own expense, indemnify, defend and hold Synchroness harmless from and against any and all claims, costs, fees (including reasonable attorneys' fees), damages, liabilities and expenses to the extent arising from any third party claim for (a) property damage, personal injury, or death caused by any negligent or intentionally wrongful act or omission of any Customer personnel; (b) infringement or misappropriation of any intellectual property rights based on any express directions, specifications or instructions made by Customer or Synchroness' use of any Customer-proprietary information; or (c) injury to persons or property, or any loss, expense or damage incurred by any person or party arising in any

manner from the manufacture, sale, or use of products produced using the Deliverables developed by Synchroness and its contractors and suppliers under this MSA.

- c. *Indemnification Procedures.* The indemnifying party's obligations are conditioned upon the indemnified party: (a) giving the indemnifying party prompt written notice of any claim for which the indemnified party is seeking indemnity; (b) granting sole control of the defense and settlement of the claim to the indemnifying party; and (c) reasonably cooperating with the indemnifying party at the indemnifying party's expense. In no event may the indemnifying party make any admission or agree to the entry of any judgment for money to be entered on behalf of the indemnified party without the prior express written consent of the indemnified party.
- 13. *Limitation of Liability.*** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS MSA, THE DELIVERABLES OR ANY PRODUCTS BASED ON OR INCORPORATING THE DELIVERABLES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF A PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL SYNCRONESS' TOTAL AGGREGATE LIABILITY TO CUSTOMER ARISING FROM OR RELATING TO THIS MSA OR ANY PROJECT PROPOSAL EXCEED THE TOTAL AMOUNT PAID TO SYNCRONESS BY CUSTOMER UNDER THE RELEVANT PROJECT PROPOSAL FOR THE DELIVERABLE (OR PORTION THEREOF) GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO OR LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 ABOVE.
14. *Entirety:* This MSA, together with the NDA, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements of the parties with respect to such matter. Any reference herein to this MSA shall be deemed to include any exhibits attached and agreed to by both parties. In the event of any conflict between these terms and the terms of any purchase order delivered by Customer, the terms of this MSA shall control.
15. *Waiver of Breach:* The waiver by either party of any breach of any provision of this MSA or Project Proposal shall not constitute a waiver of any other breach.
16. *Notices:* All notices required or permitted to be given under this MSA shall be given in writing and shall be considered given if delivered or sent by personal delivery, courier, telecopy, electronic or both certified and regular mail to the following addresses/fax numbers, or such other address/fax number as a party may specify by the giving of notice to the other. Customer's address for notices shall be that address set forth in the Project Proposal. Synchroness' address for notices shall be as follows:

Mike Walraven
Synchroness, Inc.
10875 Dover Street, Unit 200
Westminster, CO 80021
T: 720-257-7102

F: 303-429-5025

17. **Acceptance**: Acceptance of any proposal or issuance of a PO against a proposal is acceptance of the MSA terms. Services cannot commence without a signed Project Proposal or Purchase Order. Digital signatures are considered acceptable signatures. Purchase orders, deposits, or authorization can be forwarded to the appropriate Synchroness Account Manager or Project Manager, or alternatively mailed to:

Synchroness, Inc.
Attn: Accounts Receivable
10875 Dover Street, Unit 200
Westminster, CO 80021

Purchase orders should reflect the Phases as specified in this proposal in separate line items, as well as one additional line item for prototypes and one additional line item for travel.

18. **No Solicitation by Either Party**: During the period Synchroness is providing Engineering Services for Customer and for a period of 12 months thereafter:
- a. Customer shall not, directly or indirectly, solicit or hire, for employment, or assist others in hiring, employing, inducing, or soliciting for employment any Full Time Employees of Synchroness or individuals who were employed by Synchroness during the one-year period prior to the termination of the Engineering Services for Customer, unless agreed upon by Synchroness.
 - b. Synchroness shall not, directly or indirectly, solicit or hire, for employment, or assist others in hiring, employing, inducing, or soliciting for employment any employees of Customer during the one-year period prior to the termination of the Engineering Services for Customer, unless agreed upon by Customer.

Appendix A

Additional terms and conditions for Engineering Services (ES) work contracts for personnel located onsite at our Customers facilities under their project management control.

19. Customer Obligations: Customer shall make available in a timely manner at no charge to Synchroness all drawings, technical data, measurements, or other information and resources reasonably required by Synchroness for the performance of the Engineering Services. Synchroness shall be entitled to rely on the accuracy of such information without investigation and Customer will be responsible for, and assumes the risks, and shall indemnify Synchroness against, liabilities and/or problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer.
20. Prices/Taxes: Unless otherwise stated or agreed, Synchroness' prices do not include sales, use, or similar taxes. Taxes, fees, costs of permits or licenses, etc. related to the Engineering Services and levied against Synchroness will be considered reimbursable expenses to be paid by Customer.
21. Cancellation: Customer may cancel a purchase order for Engineering Services provided Customer: (i) delivers to Synchroness not less than thirty (30) days prior written notice of Customer's election to so cancel, and (ii) Customer pays a mutually agreed upon cancellation charge, which shall include the reimbursement of all costs incurred by Synchroness prior to the cancellation plus a reasonable profit (the "Termination Payment"). Unless and until the Termination Payment is made and received by Synchroness, no termination or cancellation shall be deemed to have occurred and Customer shall continue to be liable for all liabilities, damages, costs and expenses (including attorney's fees) relating thereto.
22. Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Synchroness. Synchroness' Engineering Services are being performed solely for Customer's benefit, and no party or entity shall have any claim against Synchroness because of this Agreement or the performance or nonperformance of the Engineering Services.
23. Pricing for ES Positions: For all ES positions filled by Synchroness, customers have 2 options to choose from (please select the desired method):
 - a. _____ Customer agrees to pay a fixed multiplier applied to the hourly cost (annual salary divided by 2,080 hours) of the selected candidate. Synchroness will disclose the base salary (or calculated hourly base rate) for each candidate submitted for review and customer will have the ability to accept or reject the candidate based on cost. If the customer has a pre-determined maximum rate that they are willing to pay for STD Hourly costs for any position, this should be provided to Synchroness at the time of request for finding a candidate, to ensure that only candidates that meet the customers' requirements are submitted for review
 - i. For full time, employees hired by Synchroness the total cost shall be actual salary costs x _____ multiplier rate to calculate the cost for

straight time (STD Hour) and ____ x STD hour (typically 1.3) costs for any approved Overtime Hours (OT Hour).

ii. For 1099 employees hired by Synchroness the total cost shall be actual 1099 hourly costs x ____ multiplier for straight time (STD Hour) and ____ x STD hour (typically 1.3) costs for any approved Overtime Hours (OT Hour).

b. ____ Customer agrees to pay a fixed hourly rate, which will be provided to the customer with each submitted resume for a given position. The straight time (STD Hour) costs will be provided and for any approved overtime the cost will be ____ x STD Hour (OT Hour, typically 1.3). If the customer has a pre-determined maximum rate that they are willing to pay for STD Hourly costs for any position, this should be provided to Synchroness at the time of request for finding a candidate, to ensure that only candidates that meet the customers' requirements are submitted for review.

24. DESIGNATED PERSON: For each project, Synchroness will submit pre-screened profiles to Customer. Once Synchroness and Customer agree upon a proposed ES candidate, this person becomes the "Designated Person" who will work on the project and provide the WORK. SYNCRONESS shall, and shall cause the Designated Person to, unless specified otherwise, deliver the Services on a full-time basis (being at least 40 hours a week, plus any overtime pre-authorized by Customer). Customer acknowledges that, any work performed over 40 hours per week will be charged at the Overtime Hourly Rate (OT Hour).

25. Exception to no Solicitation Clause (Section 18), for Synchroness Engineering Services Employees Located in our Customer Facilities:

- a. 12 months of non-solicitation from the beginning of the assignment.
- b. Possibility to onboard Synchroness employee prior to 12 months if following fees are paid to Synchroness:
 - i. Hired 0-90 days after start (would include Direct Hire staffing, where the employee never becomes a Synchroness Employee) will incur a fee of 25% of total annual compensation (salary, bonuses, etc.) paid to hired Synchroness Employee by Customer. This fee would also pertain to any candidate supplied to Customer and hired directly by Customer up to 1 year from time of submission.
 - ii. Hired 91-180 days after start will incur a fee of 18% of total annual compensation (salary, bonuses, etc.) paid to hired Synchroness Employee by Customer.
 - iii. Hired 181-365 days after start will incur a fee of 10% of total annual compensation (salary, bonuses, etc.) paid to hired Synchroness Employee by Customer.
 - iv. Hired > 365 days after start will incur 0% fee.
- c. In case of solicitation to direct hire a Synchroness ES employee, Synchroness requests a one-month notice period.

26. Equipment/Software: Customer shall supply all required equipment, software and IT support to ensure Employee can perform their duty. Under no circumstances will

Synchroness be prevented from billing for Employee time due to lack of equipment, software or other IT related down-time.

27. Worksite: Except as specified by Buyer, all services performed by Assigned Employees will be performed on Buyer's premises at various Buyer facilities. It is agreed that Buyer is primarily responsible for compliance with the applicable Occupational Safety and Health Act and comparable state, provincial and federal laws and regulations thereunder; to the extent those laws apply to Assigned Employees. Supplier will instruct the Assigned Employees on general safety matters in accordance with information provided to Supplier by Buyer.
28. Lawful Payment of Wages and Benefits: Customer will have no obligation to make any payment of any kind directly to Synchroness provided Engineering Services Employees, or to any government agency, pension or health and welfare plan, or any other person or entity, directly or indirectly to, for, or on behalf of the Synchroness provided Employees. Customer will have no liability for payments made to a government agency in response to a proper legal requirement. Synchroness agrees to indemnify, defend and hold harmless Customer from any such obligation, to the extent of Synchroness'
29. Guarantee: In the event Customer is not satisfied with the performance of any Synchroness provide Engineering Services Employees, then, upon Customer's request Synchroness will remove the assigned Employee and use its best efforts to provide a replacement Employee as soon as practicable (the "Guarantee"). The Guarantee does not limit Synchroness' indemnification obligations set forth in this agreement.
30. Insurance: Synchroness, at its sole cost, and before commencement of any service to be performed, will procure any insurance required by applicable Laws for the services in question, plus the following coverages:
 - a. Workers' Compensation insurance in accordance with the provisions of applicable Laws, and Employer's Liability insurance not less than \$1,000,000 for each accident
 - b. Commercial General Liability insurance including, but not limited to, personal injury (including bodily injury and death) and property damage (including loss or use). All coverage will be on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 per location aggregate. This insurance will cover all of Synchroness' operations relating to this Agreement.
 - c. Business Automobile Liability insurance arising out of and covering the use of any auto, including all owned, non-owned and hired vehicles with a minimum combined single limit of liability of \$1,000,000 per occurrence combined single limit for bodily injury and property damage. This insurance will cover all of Synchroness' operations relating to this Agreement.
31. Insurance Provisions: Synchroness, at its sole cost, will provide, upon Customer's request:
 - a. Additional Insured. With the exception of Workers' Compensation, Fidelity & Crime and Employer's Liability, all insurance policies will name Customer as additional insureds.
 - b. Certificates of insurance (ACORD Certificate of Liability Insurance) evidencing all insurance required under this agreement.

32. Drug, Social Security and Background Checks: After interview and acceptance by Customer of Synchroness ES Employee, Synchroness, will conduct Drug and Social Security tests as permitted by applicable law. All tests will be completed prior to Employee starting (or no later than 5 days after employment start) onsite at Customer.