

TGBAR, INC. SUPPORT SERVICES TERMS AND CONDITIONS

1. Scope. These Support Services Terms and Conditions (“**Support Terms**”) apply to any services provided by TGBAR, Inc. (“**Service Provider**”) to any customer of Service Provider (“**Customer**”).

2. Services. Upon execution of a service order between Service Provider and Customer (each a “**Service Order**”) Service Provider will provide the services set forth in the Service Order (“**Services**”) for the service term specified in the Service Order (“**Service Term**”) for the instruments specified in the Service Order (“**Covered Instruments**”). All Services will be performed in accordance with the terms of these Support Terms and the Service Order.

3. Termination. The Service Order may be immediately terminated by either party if the other party materially breaches the terms of the Service Order and does not cure said breach within thirty (30) days of being notified in writing of said material breach (except such cure period shall be ten (10) days for nonpayment of any fees due under a Service Order).

4. Fees and Payments. Customer shall pay the fees specified in the Service Order (“**Fees**”) to Service Provider in accordance with the payment terms specified in the Service Order. All Fees shall be paid within thirty (30) days of date of invoice. Customer shall be responsible for paying all taxes applicable to the provision of the Services excluding taxes based on Service Provider’s net income.

5. Warranties.

5.1 Service Provider warrants that it will use reasonable commercial efforts to perform the Services in a professional manner and in accordance with the provisions of the Service Order. In the event of any breach of the warranty set forth in this Section, Customer’s sole and exclusive remedy, and Service Provider’s sole and exclusive obligation, shall be the reperformance of the applicable Services without additional charge.

5.2 As part of the Services, in the event of any defects in material or workmanship of the Covered Instruments during the Service Term, Service Provider will, at its option, repair such defects or replace any components as required to maintain the Covered Instruments in operating condition. Service Provider is not required to correct any defect arising from wear-and-tear (e.g. relays, pumps, hoses, connections, valves, and electrodes), willful damage, negligence, abnormal working conditions, failure to follow Service Provider’s instructions (whether oral or in writing), incorrect storage or handling, misuse, or alteration or repair of the Covered Instruments without Service Provider’s prior written consent. Service Provider is not required to replace sensors on the Covered Instruments as part of the Services except as set forth in the Service Order.

5.3 EXCEPT AS SET FORTH ABOVE, SERVICE PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY COVERED INSTRUMENTS OR SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF

DEALING OR USAGE OF TRADE, AND WARRANTIES OF NONINFRINGEMENT.

5.4 From time to time, Service Provider may provide technical information regarding the use of Covered Instruments or information provided by Covered Instruments or the Kuntze Cloud Connect® software (collectively “**Technical Information**”). SERVICE PROVIDER DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY TECHNICAL INFORMATION PROVIDED BY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER’S RESPONSIBILITY TO VERIFY THE ACCURACY AND APPROPRIATENESS OF ANY TECHNICAL INFORMATION PROVIDED. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY ACTS OR OMISSIONS TAKEN BY CUSTOMER AS A RESULT OF SUCH TECHNICAL INFORMATION.

6. Limitation of Liability.

6.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 SERVICE PROVIDER’S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE SERVICES SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE FEES PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE APPLICABLE SERVICES UNDER THE APPLICABLE SERVICE ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE CLAIM GIVING RISE TO SUCH LIABILITY.

7. KUNTZE CLOUD CONNECT® SOFTWARE

7.1 If specified as part of the Services on the Service Order that Service Provider will provide Kuntze-Cloud Connect® software (“**Software**”) to Customer, Service Provider grants Customer a non-transferable, non-exclusive, limited license to access the Software in compliance with the restrictions set forth herein. Customer agrees: (i) to use the Software only for providing data with respect to the Covered Instruments to Service Provider; (ii) not to reproduce, modify or attempt to modify the Software; and (iii) not to attempt to decompile or reverse engineer the Software in any respect.

7.2 Customer acknowledges and agrees that the Software will collect certain data files from the operation of the Covered Instruments (“**Product Data**”). All or any part of the Product Data may be provided to Customer as part of the Services. Customer may use any Product Data provided by Service Provider for any purpose. Nothing in these Support Terms or any other documents executed by the parties shall restrict Service Provider’s right to use the Product Data for any purpose, including but not limited to making improvements to the Covered Instruments or any other products of Service Provider, provided that Service Provider

may not identify the source of the Product Data to any third party.

Miscellaneous.

8.1 These Support Terms and the Service Order(s) shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. All disputes related to the Support Terms and the Service Orders will be settled exclusively by the state and federal courts located in Allegheny County, Pennsylvania.

8.2 In the event that any provision of these Support Terms is found to be invalid or unenforceable, the parties hereby agree that the court shall enforce such provision to the extent permitted by law and, to the extent such provision is not enforceable, shall enforce the remainder of these Support Terms as if such provision were not included in these Support Terms.

8.3 The parties hereunder are independent contractors. Neither party shall have any right to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other party.

8.4 These Support Terms and the applicable Service Order constitute the entire agreement between the Customer and Service Provider with respect to the subject matter hereof, and no waiver, modification, alteration or amendment of any of the terms or conditions hereof shall be effective unless and until set forth in a writing duly signed by authorized representatives of Service Provider and Producer. A written waiver by either party of any of the terms or the failure to enforce a particular provision of these Support Terms shall not constitute a waiver of such provision or otherwise prejudice a party's right to enforce such provision at a later time.

8.5 Service Provider shall not be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond Service Provider's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes, pandemics, epidemics, quarantines, or governmental orders or other restrictions.

8.6 All notices to either party shall be in writing and delivered by email or express delivery service to the last known address of the other party. Notices shall be effective when delivered to the applicable address.

8.7 The provisions of Sections 5.3, 5.4, 6, 7, and 8 of these Support Terms shall survive the expiration or termination of any Support Order for any reason.

8.8 Neither these Support Terms, nor any of the rights or obligations under these Support Terms or any Service Order, may be assigned by Customer without the prior written consent of Service Provider. Any attempted assignment, delegation or transfer by Customer without Service Provider's consent will be void. These Support Terms and the Support Order(s) will bind and inure to the benefit of the Parties hereto and their respective successors, transferees, and assigns.

8.9 The Support Order(s) may be executed in any number of counterparts (including by pdf), each of which shall be an original, but all of which together shall constitute one instrument.