

Terms and Conditions
Contract Operations Services

The following Terms and Conditions apply to all Contract Operations Services Agreements executed by Operators Unlimited, Inc. (“Operators Unlimited” or “we”) and each client purchasing contract operations services (“Client” or “you”) from us.

1. Quotations; Contract for Services. These Terms and Conditions and any other written or electronic communication of Operators Unlimited that directed you to or incorporates these Terms and Conditions, including any quotation and any written agreement signed by you and an authorized representative of Operators Unlimited, will collectively constitute the “Contract Documents” (and in the event of any conflict, any written agreement signed by you and us that has not expired will prevail over these Terms and Conditions, which will prevail over any other documents) governing the provision of contract operations services by Operators Unlimited (the “Services”) described in the Contract Documents. You will be deemed to have accepted the provisions of the Contract Documents, including these Terms and Conditions, by manifesting your acceptance by any of the following: (a) signing and returning to us a copy of the Contract Documents; (b) sending to us a written acknowledgement of the Contract Documents; (c) placing a purchase order or giving instructions to us respecting the provision of the Services following receipt of the Contract Documents; (d) failing to cancel a pending purchase order within ten (10) days after receiving the Contract Documents; (e) accepting delivery of all or any part of the Services; (f) paying for all or any part of the Services; or (g) indicating in some other manner your acceptance of the Contract Documents. You will be deemed to have received the Contract Documents if we have notified you where they can be accessed via the Internet. We reserve the right to decline any request for Services in our sole discretion. If you attempt to accept a quotation after it has expired, we may accept your purchase order or other communication, but any acceptance by us is expressly conditioned upon these Terms and Conditions forming a part of the Contract Documents. Upon acceptance, you irrevocably agree and commit to purchase the Services in accordance with the Contract Documents. OPERATORS UNLIMITED HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH IS INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF THE CONTRACT DOCUMENTS OF OPERATORS UNLIMITED (WHICH INCONSISTENT OR ADDITIONAL PROVISIONS ARE HEREBY EXCLUDED FROM THE CONTRACT), AND OUR OFFER AND OBLIGATIONS ARE EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE CONTRACT DOCUMENTS SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN YOU AND OPERATORS UNLIMITED WITH RESPECT TO THE SERVICES (THE “CONTRACT”) AND MAY BE MODIFIED ONLY IN A WRITING SIGNED BY OUR AUTHORIZED REPRESENTATIVE. NO PRIOR OR OTHER CONTEMPORANEOUS PROPOSALS, STATEMENTS, FORECASTS, SPECIFICATIONS, COURSE OF DEALING OR USAGE OF TRADE SHALL BE PART OF THE CONTRACT BETWEEN YOU AND OPERATORS UNLIMITED.

2. Fees for Services; Payment. Unless otherwise as set forth in a written agreement signed by you and our authorized representative, we will provide you with Services at our standard rates. Overtime will be payable at 1.5 times the specified rate (whether contracted rate or standard rate, as applicable) and Services provided during recognized holidays will be at 2 times the specified rate. Prices are exclusive of any applicable sales taxes or other governmental taxes or charges. Unless otherwise specified in a written agreement signed by you and our authorized representative, we will invoice you weekly. You agree to pay for Services in U.S. dollars within 30 days of invoice date or on such other terms pursuant to our credit terms from time to time in effect, without setoff, deduction or discount unless authorized by Operators Unlimited in writing. Late payment will accrue interest at the rate of eighteen percent (18%) per annum (or such lesser amount required by law). We may apply any payment received from you against any obligation owed by you, regardless of any statement by you referring to or accompanying such payment. Operators Unlimited will be entitled to immediately suspend or delay its performance under the Contract without notice if Client has not timely paid any amounts due Operators Unlimited, whether arising under a written agreement signed by you and our authorized representative or otherwise. Operators Unlimited may modify payment terms in its sole discretion in accordance with its credit policies from time to time in effect.

3. Qualified Personnel. Operators Unlimited will provide personnel to deliver the Services that in our reasonable judgment are qualified to provide such Services. You may request specific individuals to perform the Services but we reserve the right to determine which individuals will provide Services and substitute similarly skilled individuals in our sole discretion. We will use commercially reasonable efforts to provide qualified personnel at the times requested by you, but you acknowledge that the provision of Services is subject to sickness of such personnel and other events beyond our reasonable control. All personnel provided to you by us will remain our employees or contractors (as the case may be), and we will be responsible for payment of all compensation, taxes and benefits related to the employment or contracting of such personnel. In the course of providing the Services, our personnel may make suggestions and/or provide technical assistance regarding the operation of systems within your facility. You acknowledge and agree that you are responsible for the operation of your facility, and the contact person designated in a written agreement signed by you and our authorized representative (or any individual designated by such contact person) will make the final decisions regarding the operation of systems within your facility.

4. Facility Safety and Security Procedures. Our personnel will follow the reasonable safety and security procedures applicable at your facility. You agree that your facility at all times will be a safe work environment. You agree to indemnify and hold us and our affiliates harmless from and against all damages, losses, liabilities, costs and expenses (including reasonable attorneys fees and costs) in connection with any claim, suit, action or proceeding by our personnel or any third party (including any governmental agency) arising from the condition of your facility, the operation of your facility or your failure to comply with applicable law in connection with your facility.

5. No Warranties; Limitation of Liability. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED BY OPERATORS UNLIMITED. EXCEPT IN THE CASE OF THE GROSS NEGLIGENCE OF OPERATORS UNLIMITED, YOU ASSUME

ALL RISK AND LIABILITY CONCERNING THE USE OF SERVICES AND ANY ADVICE, SUGGESTIONS OR ASSISTANCE THAT WE OR OUR EMPLOYEES OR CONTRACTORS FURNISH TO YOU AND THE RESULTS THEREOF ARE PROVIDED AT YOUR SOLE RISK AND EXPENSE. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THE CONTRACT LIMITING OR EXCLUDING OUR LIABILITY, THE DAMAGES RECOVERABLE BY YOU BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THE CONTRACT OR THE SERVICES SHALL NOT EXCEED THE GREATER OF (I) \$10,000 OR (II) ONE-TWELFTH (1/12) OF THE AMOUNTS PAID BY YOU DURING THE TWELVE-MONTH PERIOD PRECEDING THE CIRCUMSTANCES IN WHICH SUCH CLAIM AROSE, AND IN NO EVENT SHALL OPERATORS UNLIMITED BE LIABLE FOR YOUR OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE OR LOST PROFITS. THE FEES FOR THE SERVICES ARE EXPRESSLY BASED ON THE FOREGOING LIMITATIONS, AND THE FOREGOING LIMITATIONS ARE A MATERIAL INDUCEMENT FOR US TO ENTER INTO THE CONTRACT AND PROVIDE SERVICES AND SHALL NOT BE SEVERABLE FROM THE CONTRACT.

6. Term and Termination. The term and any early termination provisions (including any payments due us because of your early termination) set forth in a written agreement signed by you and our authorized representative shall govern the Contract. If no term or early termination provisions are specified in such written agreement, such written agreement shall expire on the first anniversary of the date signed by us, but either party may terminate the Contract without cause upon fourteen (14) days prior written notice. Notwithstanding any longer term set forth in a written agreement signed by you and our authorized representative, either party may terminate the Contract for breach upon 60 days prior written notice unless the breaching party has cured the breach before such termination. Either party may terminate the Contract immediately upon written notice to the other party: (x) if the other party makes a general assignment for the benefit of creditors or appoints a receiver to take charge of its assets (or otherwise becomes unable to meet its debts as they mature), or if a petition of bankruptcy is filed by or against that other party and such petition is not vacated within thirty (30) days after filing or (y) upon the levy of any attachment or other distraint against such other party or a material portion of its assets or property, or the transfer, sale or assignment of a material portion of its assets or property. A party's exercise of any termination rights under the Contract shall be without prejudice to any other rights that such party may have at law or in equity, or otherwise but shall not give rise to any rights or claims by Client for compensation or damages, including loss of profits. The provisions of the Contract that by their nature survive the termination hereof (including, without limitation Section 5 and Section 7) shall survive termination of the Contract.

7. Non-Solicitation. During the term of the Contract and for a period of one (1) year thereafter, Client agrees not to directly or indirectly hire or solicit, nor attempt to hire or solicit, the services of any employee or contractor of Operators Unlimited, without our prior written consent. The parties agree that it is difficult to measure damages for a violation this Section 7, and accordingly agree that Operators Unlimited shall be entitled to recover from the Client liquidated damages (and not as a penalty) equal to fifty percent (50%) of (i) such employee's or contractor's annual salary paid by us at the time of your breach, if such employee or contractor is paid a salary, or (ii) such

employee's or contractor's hourly wage paid by us at the time of your breach *multiplied* by 2,080, if such employee or contractor is paid on an hourly basis.

8. Force Majeure. Neither party will be liable for loss or damage due to nonperformance resulting from any cause beyond the affected party's reasonable control, including compliance with any regulation, order, or instruction of any governmental authority, act of God, war (declared or undeclared), terrorism, act or omission of the other party, act of civil or military authority, fire, epidemic, flood, catastrophe, strike, third party factory or port shut-down, lockout, riot, rationing, shortage of material, or inability of such affected party to obtain necessary labor from usual sources; provided, however, no delay in the performance of your payment obligations hereunder will be excused on account of any such cause. In the event of any excused delay due to any such cause, the affected party will as soon as practical notify the other party thereof and will at the same time, or the earliest practical date after such notice, specify any revised performance schedule. In the event of any such excused delay, the time of performance by the affected party will be extended for a period equal to the time lost by the affected party by reason of the delay.

9. General Provisions. The written agreement signed by you and our authorized representative (if any) and these Terms and Conditions constitute the entire agreement between the parties concerning the subject matter hereof, supersede all prior oral or written understandings between the parties concerning the subject matter hereof and shall not be contradicted, waived or supplemented by any course of dealing between the parties. Except as provided herein, the Contract shall not be amended, nor any provision waived, except by a writing signed by an authorized representative of both parties. Each party and its personnel are independent contractors in relation to the other party and nothing herein shall be deemed to establish a partnership or employment relationship between the parties and their respective personnel. The headings and captions in the Contract have been inserted for convenience of reference and are not part of the Contract. Client shall not assign, subcontract, or otherwise transfer any of its rights to any other party, without our prior written consent. Any notice under the Contract shall be in writing and delivered to the respective addresses of the parties set forth in the Contract or to such other address as either party may designate by written notice to the other in accordance with this provision. Notice shall be provided in any manner reasonable under the circumstances and shall be deemed to be given on the date received; provided, however, any notice sent by nationally (or internationally, if applicable) recognized overnight courier service shall be deemed to be received on the date delivery is first attempted. The Contract shall be governed by the laws of the State of South Carolina, without regard to its conflict of laws principles. Any actions or proceedings with respect to any matters arising under or growing out of the Contract or the performance of the Contract shall be instituted and prosecuted only in state or federal courts located in the State of South Carolina. Each party specifically consents to service of process by and the jurisdiction of and venue in those courts and waives any inconvenient forum claims related thereto. Each party further consents that any process, notice of motion, or other application to the court, or any judge thereof, may be served in the manner provided for giving of notice under the Contract provided that a reasonable time for appearance is allowed. Any action arising hereunder or related in any way hereto against Operators Unlimited shall be brought within one (1) year after the occurrence giving rise to the claim or be barred forever.