

**STANDARD TERMS AND CONDITIONS OF SALE
APPLYING TO SERVICES RENDERED BY
CGSMITH, LLC**

1. GENERAL.

(a) These terms and conditions for services (the "Terms") are the only terms which govern the provision of services (the "Services") and the delivery of all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of CGSmith, LLC ("CGSmith") in the course of performing the Services by CGSmith. Unless CGSmith accepts any such different terms and conditions in writing, signed by both parties, Customer's acceptance of CGSmith's provision of services shall conclusively constitute Customer's acceptance of CGSmith's Terms.

(b) The accompanying order confirmation (currently labeled as "Estimate") (the "Order Confirmation"), Customer Engagement Letter and these Terms (collectively referred to as the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

(c) CGSmith reserves the right to correct clerical and stenographic errors at any time.

(d) No person, agent, firm or dealer is authorized to modify or amend these Terms unless specifically set forth and acknowledged in writing by an officer of CGSmith.

(e) **IT IS RECOGNIZED THAT CUSTOMER MAY HAVE FORMS THAT HAVE TERMS AND CONDITIONS PRINTED THEREIN WHICH DIFFER FROM OR ADD TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THAT SUCH ORDER FORMS MAY LIMIT ACCEPTANCE OF THE TERMS AND CONDITIONS OF SUCH PURCHASE ORDER FORMS. IN THE INTEREST OF ECONOMY AND CONVENIENCE, IT WILL BE PERMISSIBLE FOR CUSTOMER TO PLACE AN ORDER WITH CGSMITH ON SUCH PURCHASE ORDER FORM, BUT IT IS EXPRESSLY UNDERSTOOD THAT NONE OF THE TERMS AND CONDITIONS THEREIN SHALL BE DEEMED EFFECTIVE AND THAT IN THE CASE OF SUCH CONFLICT, THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL BE DEEMED EFFECTIVE AND AGREED TO BETWEEN CGSMITH AND CUSTOMER AND THAT ACCEPTANCE OF SUCH FORMS SHALL NOT BE DEEMED TO BE AN ACCEPTANCE OF THE TERMS AND CONDITIONS OF SUCH FORMS.**

2. SERVICES. CGSmith shall provide the Services to Customer as described in the Customer Engagement Letter in accordance with these Terms.

3. PERFORMANCE DATES. CGSmith shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only.

4. CUSTOMER OBLIGATIONS. Customer shall:

(a) cooperate with CGSmith in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by CGSmith for the purpose of performing the Services;

(b) respond promptly to any request by CGSmith to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for CGSmith to perform Services in accordance with the requirements of this Agreement;

(c) provide such customer materials or information as CGSmith may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and

(d) obtain all necessary licenses and consents to comply with all applicable laws in relation to the Services before the date on which the Services are to begin.

5. CUSTOMER'S ACTS OR OMISSIONS. If CGSmith's performance of its obligations under this Agreement is prevented or delayed by an act or omission of Customer or its agents, subcontractors, consultants or employees, CGSmith shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained

6. PAYMENT TERMS; FEES AND EXPENSES.

(a) Customer shall pay all invoiced amounts due to CGSmith within 15 days from the date of CGSmith's invoice, unless the invoice explicitly sets forth a different time period. All past due payments will bear interest at the rate of 1.50% per month until paid. If Customer fails to make any payment when due, CGSmith may at its option suspend performance for all Services until payment has been made in full.

(b) Customer shall reimburse CGSmith for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

(c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with CGSmith, whether relating to CGSmith's breach, bankruptcy or otherwise.

(d) Customer agrees to reimburse CGSmith for all reasonable travel (for traveling in excess of 30 miles) and out-of-pocket expenses incurred by CGSmith in connection with the performance of Services.

7. TAXES. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

8. INTELLECTUAL PROPERTY. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of CGSmith in the course of performing the Services shall be owned by CGSmith. CGSmith hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Services.

9. CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of CGSmith, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by CGSmith to Customer, whether disclosed orally or in written, electronic or other form, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by CGSmith in writing. Upon CGSmith's request, Customer shall promptly return all documents and other materials received from CGSmith. CGSmith shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known by Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third-party.

10. REPRESENTATION & WARRANTY; LIMITED WARRANTY.

(a) CGSmith represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) CGSmith shall not be liable for a breach of the warranty set forth in Section 10(a) unless Customer gives written notices of the defective Services or Deliverables, reasonably described, to CGSmith within twenty (20) days of the Services being fully rendered.

(c) Subject to Section 10(b), CGSmith shall, in its sole discretion, either:

i. Repair or re-perform such Services; or

ii. Credit or refund the price of such Services at the pro rata contract rate;

(d) **THE REMEDIES SET FORTH IN SECTION 10(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CGSMITH'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(a).**

11. LIMITATION OF LIABILITY.

(a) **IN NO EVENT SHALL CGSMITH BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CGSMITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL CGSMITH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CGSMITH FOR THE PRODUCTS SOLD UNDER THE APPLICABLE PURCHASE ORDER.**

(c) Customer acknowledges and agrees that the limitation on CGSmith's liability and of CGSmith's warranties hereunder are bargained-for elements of this Agreement and were taken into account in determining the other terms of this Agreement, including the pricing for Services provided hereunder.

12. TERMINATION. In addition to any remedies that may be provided under this Agreement, CGSmith may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relation to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

13. WAIVER. No waiver by CGSmith of any of the provisions of the Terms is effective unless explicitly set forth in writing and signed by CGSmith. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. INDEMNITY. Customer shall indemnify and hold CGSmith harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorneys' fees asserted against CGSmith, its agents, servants and employees arising out of or in any manner connected with the Services. This includes, but is not limited to, all claims and causes of action resulting from patent or trademark infringement, which are based, in whole or in part, on Services and Deliverables provided in accordance with Customer's specifications.

15. COMPLIANCE WITH LAW. Customer shall comply with all applicable laws, regulations and ordinances including, but not limited to, those related to electronic commerce. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, permits and insurance it needs to carry out its obligations under this Agreement.

16. FORCE MAJEURE. CGSmith shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of CGSmith, including, but not limited to, acts of God, governmental actions, civil unrest, lockouts, strikes or other labor disputes (whether or not related to either party's workforce).

17. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. ASSIGNMENT. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of CGSmith. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

19. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

20. GOVERNING LAW. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. The parties hereto agree that the exclusive venue for any cause of action arising hereunder shall be in the state courts of the County of Walworth County, State of Wisconsin and Customer hereby consents to such jurisdiction.

21. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. SURVIVAL. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Law, Governing Law, and Survival.

23. NOTICES & ELECTRONIC CONTRACTING. Notices sent herein shall be addressed to the respective parties as they are listed on the Order Confirmation. Signatures sent via e-mail, facsimile or other electronic method, and signatures stored in PDF or another electronic format, will be considered effective and original. CGSmith and Customer agree that if this Agreement is transmitted electronically, neither of them shall contest the validity of this Agreement, or any acknowledgment thereof, on the basis that this Agreement or acknowledgment contains an electronic signature.