

## Appendix B: SOS Intl, LLC Standard Terms and Conditions

(Revised 3/24/17)

A. Expiration. This Proposal is valid for 30 days from the date on its cover page, and becomes binding if signed and delivered by SOS Intl, LLC (SOS) and the client named in the Proposal ("Client") during such period.

B. Price Changes. SOS may revise the prices provided in this Proposal (i) if Client's requirements or any Client-provided information is inaccurate or incomplete; (ii) if Client revises SOS's responsibilities or the work specifications, instructions, procedures, assumptions, requirements or deliverables; or (iii) for such other reasons set forth in this Proposal.

C. Payments. SOS will invoice Client as set forth in this Proposal. SOS charges a late payment fee of 1 1/2% per month for payments not received within 30 days of invoice date. Failure to bill for interest due shall not be a waiver of SOS's right to charge interest. All taxes, duties, licenses or fees (excluding SOS's income taxes) assessed by any tax jurisdiction arising from the services provided by SOS to Client are payable by Client.

D. Client Obligations. Unless otherwise agreed to by the parties in writing, Client is solely responsible to (i) provide complete and accurate data to SOS; (ii) submit all submissions to regulatory authorities; and (iii) perform such other obligations of Client set forth in this Proposal.

E. Limitations of Liability. SOS'S TOTAL LIABILITY UNDER THIS PROPOSAL SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID UNDER THIS PROPOSAL FOR THE SERVICE GIVING RISE TO A CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PERFORMANCE UNDER THIS PROPOSAL, INCLUDING WITHOUT LIMITATION, COST OF REPLACEMENT, LOSS OF REVENUES, PROFITS OR DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

F. Confidentiality. All information disclosed by a party in connection with this Proposal shall be confidential information, unless such information is (i) already known to the receiving party, as evidenced by written records; (ii) independently developed or discovered by the receiving party without the use of the disclosing party's confidential information, as evidenced by written records; (iii) in the public domain, other than through the fault of the receiving party; (iv) disclosed to the receiving party by a third party not in breach of a duty of confidentiality owed to the disclosing party; or (v) required to be disclosed by law, or court or administrative order; provided, that the receiving party first gives prompt notice thereof to the disclosing party. Neither party shall, without the other party's prior written consent, use the confidential information of the other party or disclose such information to anyone other than employees or contractors of the receiving party or its affiliated entities who require such information to perform such party's obligations under this Proposal. This undertaking shall survive for 5 years following the date of this Proposal.

G. Ownership. All work product, deliverables, inventions (whether or not patentable), discoveries, improvements, information, and/or other copyrightable subject matter (collectively, "Work Product") created exclusively for Client by SOS, either alone or in collaboration with third parties, shall be the property of Client and shall be considered "work made for hire" with all right, title and interest to such Work Product vesting in Client; provided, however, that Work Product shall not include SOS's proprietary information and methodologies for delivery of the Services, non-client specific training materials and templates, document templates, report formats, techniques, technology, software or project tools used by SOS to deliver the Services, or SOS-owned or third-party-owned materials in the Work Product. **As an express precondition to SOS's permitting Client to receive and own the Work Product, Client agrees it shall only use the Work Product for its internal business purposes, and shall not resell or use the Work Product to compete with SOS in any manner.** Client acknowledges and agrees that the restrictions in the preceding sentence are material covenants without which SOS would not enter into this Proposal and they shall survive any expiration or termination of this proposal.

H. Warranties. SOS warrants that the services described in the Proposal (the "Services") will be performed in a professional and workmanlike manner by competent staff or subcontractors exercising a reasonable level of skill appropriate to their grade and in compliance with all material laws and regulations applicable to the Services. EXCEPT FOR THIS LIMITED WARRANTY, WHICH IS THE SOLE WARRANTY MADE BY SOS WITH RESPECT TO THE SERVICES, NO OTHER WARRANTIES APPLY TO THE SERVICES OR ANY DELIVERABLES OR PRODUCTS RESULTING FROM THE SERVICES. SOS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. SOS DOES NOT WARRANT THE RESULTS OF THE SERVICES OR ANY RECOMMENDATIONS INCORPORATED IN ANY REPORTS PROVIDED TO CLIENT. Client agrees that SOS shall not have any liability arising out of Client's use of such reports, including without limitation, direct, indirect or consequential damages of any kind.

I. Suspension. Client may order SOS to suspend, and to subsequently resume, performance or provision of all or any part of the Services or Deliverables at any time by giving SOS at least 10 days prior notice designating the suspension date. If Client orders suspension, Client shall: (A) complete the payments up to the effective date of the suspension notice, and shall resume payments as of the effective date the suspended Services or Deliverables are ordered resumed; and (B) upon receipt of sufficient supporting data from SOS, pay for any reasonable and necessary out-of-pocket expenses incurred by SOS as a result of that suspension. If Client requests that SOS resume those Services or Deliverables, SOS shall provide Client with revised milestones or plans which shall be subject to Client's review and approval. Once approved, SOS shall resume the suspended Services or Deliverables in accordance with the approved milestones or plans. The provisions of this Section shall be Client's sole remedy as a result of any suspension of the Services or Deliverables, in whole or in part.

J. Termination. Either party may terminate this Proposal by giving written notice to the other, if the other party fails to remedy any breach of this Proposal within thirty (30) days after its receipt of notice of breach and intent to terminate. Termination shall not affect any claim, liability or right of Client or SOS arising prior to such termination. Subject to execution, the rights and obligations of Client and SOS in Articles C, D, E, F, H, I, J, O and P of these Standard Terms and Conditions shall survive termination of this Proposal.

J. Indemnification. Client will indemnify SOS, its affiliates and their respective directors, officers, employees and agents against any third-party claim arising directly or indirectly from the negligence or willful misconduct of Client; or the breach of this Proposal by Client. SOS will indemnify Client against any third-party claim arising directly or indirectly from the negligence or willful misconduct of SOS or the breach of this Proposal by SOS.

K. Set-Off. Without limiting SOS's rights under law or in equity, SOS may exercise a right of set-off against all amounts due to SOS from Client.

L. Force Majeure. Neither party will be liable for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control, including without limitation acts of God, fires, floods or weather, strikes or lockouts, factory shutdowns, embargoes, wars, hostilities or riots, or shortages in transportation. If the cause continues unabated for 90 days, then both parties shall meet to discuss and negotiate in good faith what modifications to this Proposal should result from such cause.

M. Independent Contractor. The relationship of the parties is that of independent contractors and not of joint ventures, co-partners, employer/employee or principal/agent.

N. Publicity. Neither party will make any press release or other public disclosure regarding this Proposal or the transactions contemplated hereby without the other party's express prior written consent, except as required by applicable law in which case the party required to make the disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the press release or public disclosure prior to its issuance.

O. Entire Agreement. These Standard Terms and Conditions constitute a part of the Proposal to which they are attached (collectively, "this Proposal"); provided, that these Standard Terms and Conditions supersede any conflicting terms and conditions set forth in the Proposal to which they are attached or any Client purchase order. This Proposal constitutes the entire understanding between the parties, and supersedes any contracts, agreements or understandings (oral or written) of the parties with respect to the Services; provided, however, that this Proposal does not supersede or replace any confidentiality agreement of general applicability in effect between the parties. No term of this Proposal may be amended except upon written agreement of both parties. Without the written consent of SOS's authorized representative, no additional or different terms proposed by Client in its acknowledgement or purchase order will be effective to modify this Proposal and Client will be deemed to have accepted the Proposal without such modifications. Additional or different terms or any attempt by Client to vary in any degree any of the terms of the Proposal will be deemed material and are expressly objected to and rejected. This Proposal may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument. For the purposes of this Proposal, a scanned, facsimile or other like electronic signature shall be deemed an original.

P. Jurisdiction. This Agreement shall be governed by the laws of the State of North Carolina without regard for its choice of law provisions. The parties agree to submit to the exclusive jurisdiction of the state or federal courts located in Mecklenburg County, North Carolina.