



CONDITION MONITORING AGREEMENT
For Customers of Resellers and Distributors

This Condition Monitoring Agreement ("CMA") is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED] ("Effective Date"), by and between [REDACTED] ("Client"), a [REDACTED] (state) [REDACTED] (corporation, limited liability company) with its principal place of business located at [REDACTED], and Waites Sensor Technologies, Inc. ("Waites"), a Delaware corporation with its principal place of business located at 1045 W. 8th Street, Cincinnati, Ohio 45203. Client and Waites each a "Party" and collectively, the "Parties."

RECITALS

Waites is engaged in the business of monitoring equipment utilized in commercial, industrial, manufacturing and distribution environments for purposes of detecting and minimizing business interruption, loss of productivity and extended downtime caused by equipment failures or outages. Waites uses its proprietary analytic software to enable clients to monitor their equipment through a virtual dashboard with alerts and alarms intended to detect equipment issues before an issue materializes into an unscheduled outage or system failure ("Insights"). Waites's services include, but are not necessarily limited to: assessing client operational environments, consulting on monitoring plans and designs, providing monitoring hardware and software, staging, and deploying monitoring hardware in client environment and integrating monitoring data into a web-enabled dashboard that provides real time data analytics on equipment performance as well as system alerts and alarms ("Services") for clients. Client desires to engage Waites to perform certain Services, and Waites desires to be so engaged by Client, all in accordance with the terms and conditions set forth in this CMA and in any Statement(s) of Work ("SOW") to which the Parties mutually agree.

TERMS AND CONDITIONS

1. TERM

- 1.1. **Term.** This CMA will remain in effect for an initial term of one (1) year after the Effective Date, unless earlier terminated or extended in accordance with the terms of this CMA. Notwithstanding the termination or expiration of the CMA, any SOW hereunder will continue for the period of time specified in the applicable SOW so long as neither Party is in default, and the CMA will continue to govern the performance of such Services. References to the CMA include any signed SOWs.
- 1.2. **Renewal.** This CMA will be automatically renewed for additional consecutive renewal terms of one (1) year unless either Party gives written notice of the intent not to renew the CMA at least ninety (90) days prior to the expiration of the then expiring initial or renewal term.
- 1.3. **Termination for Cause.** In the event either Party defaults in the performance of any of its material duties or obligations under this CMA and/or the SOW(s) and the default is not cured within sixty (60) days (ten (10) days for payment defaults) after written notice is given to the defaulting Party specifying the default or after it ceases to be a going concern, becomes insolvent, makes a general assignment for the benefit of creditors, is subject to or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Code or any other federal or state statute relating to insolvency or protection of creditors, and the proceeding is not discharged within ninety (90) days after filing, then the non-defaulting Party may terminate this CMA and/or any SOW immediately by giving written notice to the defaulting Party. Expiration or termination for any reason shall not relieve Client of the obligation to make any payments required to be made to Waites for Services rendered to Client through the date of expiration or termination.

2. SOW; SERVICES

- 2.1. **Process for the SOW.** Waites will provide Services to Client as provided in the SOW, attached as Exhibit A. Services will be further described in the SOW, which shall be mutually agreed to in writing. Once agreed, each SOW must be signed by each Party's authorized representatives and



then attached to this CMA. Each SOW constitutes a separate and individual agreement entered into by the Parties under these Terms and Conditions. Except if any future SOW specifically identifies this CMA by name and date and states that the CMA is inapplicable, or that a specific provision of the CMA is amended or superseded by a specific provision of the SOW, this CMA shall govern the provision of all Services by Waites.

- 2.2. **Changes to the SOW.** If a Party wishes to change a SOW, and both Parties agree, the change will be documented in writing by a change order signed by both Parties' authorized representatives. The change order must describe the change, the impact that the change may have on the SOW, the estimated resources and time required to implement the change and any change in prices, if applicable.
- 2.3. **Right to Use the Services; Restrictions.** Waites grants to Client a limited, non-exclusive, non-transferable, worldwide right during the term specified on the applicable SOW to use the Services in accordance with this CMA. Client shall not (i) modify, copy, or create derivative works based on the Services; (ii) reverse engineer the Services; or (iii) access the Services in order to (A) build or benchmark a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Services. Client shall use the Services solely for its own non-commercial internal activities and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as authorized by an applicable SOW; (ii) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates third party privacy rights; (iii) send or store malicious code; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained in it; or (v) attempt to gain unauthorized access to the Services or its related systems or networks. Client is responsible for compliance of its personnel with this CMA.
- 2.4. **Third Party Materials.** Client shall comply with any additional terms and conditions regarding any software or other materials that are owned by a third party and provided by Waites as part of the Services ("Third-Party Materials"). To the extent that terms and conditions governing Third-Party Materials conflict with the terms of this CMA, the terms and conditions governing the Third-Party Materials shall govern with respect only to the applicable Third-Party Materials. Client acknowledges and agrees that Client's right to use certain Third-Party Materials may be subject to Client agreeing to additional terms and conditions regarding the Third-Party Materials. WAITES DISCLAIMS ANY WARRANTY FOR THIRD-PARTY MATERIALS; AND ALL SUCH THIRD-PARTY MATERIALS SHALL BE GOVERNED BY THE WARRANTIES OFFERED BY THE APPLICABLE THIRD PARTY UNDER THE TERMS OF THE AGREEMENT BETWEEN CLIENT AND SUCH THIRD PARTY.
- 2.5. **Feedback.** Client may from time to time provide suggestions, comments, or other feedback ("Feedback") to Waites with respect to the Services provided to Client. The Parties agree that all Feedback is and shall be given entirely voluntarily. Waites will be free to use, disclose, reproduce, license, or otherwise distribute and exploit the Feedback as necessary to improve the Services.
- 2.6. **Collected Data.** Client agrees that the use of the Services requires Waites to collect and analyze certain data from Client's machines and facilities ("Collected Data") to deliver Insights to the Client. Client will own all right, title, and interest in and to such Collected Data. Client hereby grants to Waites an exclusive, royalty-free, transferable, irrevocable, perpetual right and license to use the Collected Data to provide the Services and deliver the Insights to Client, improve the Services, or develop new or additional services. Client hereby represents and warrants that it obtained the necessary consent to allow Waites to use the Collected Data as set forth in this Section 2.6.
- 2.7. **Cellular Service.** Client acknowledges that the provision of the Services requires a consistent connection to a cellular service and, in the event a connection is not available, the Services may be compromised or prevented. Waites will be responsible for contracting with the applicable cellular service carrier company. Any compromise or prevention of the Services caused by a failing of the cellular service that is outside of the reasonable control of Waites will not be considered a breach



of the CMA by Waites.

3. WAITES PERSONNEL

- 3.1. **Access.** Client agrees to provide Waites's designated personnel with access to Client's facilities and equipment as necessary to provide the Services. Client will provide a suitable working environment for Waites's staff, as well as any information, data, materials, support, and assistance requested by Waites that is reasonably necessary to render the Services.
- 3.2. **Removal.** If Client in good faith and in accordance with applicable law objects to the proposed assignment of certain Waites personnel to perform any Services under a particular SOW, Waites will attempt to resolve Client's concerns on a mutually-agreeable basis. If Waites is unable to resolve Client's concerns, Waites will remove the personnel from performing Services for Client and re-assign new personnel. Waites agrees that the existing personnel may not be re-assigned or transferred until a suitable replacement has been approved by Client, unless the continued provision of Services by the personnel creates the potential of irreparable harm to Client.

4. INVOICING AND PAYMENT

- 4.1. **Invoicing.** Unless otherwise provided in the applicable SOW, Waites's designated distributor will invoice Client when Services are rendered. The procedures for invoices and payment are set forth in the agreement between the distributor and Client.
- 4.2. **Suspension.** Without prejudice to any other rights available to Waites, Waites reserves the right, in its sole and absolute discretion, to suspend the Services if Client has failed to make timely payment to the distributor including any applicable time to cure and provided that such payments are not the subject of a good faith dispute by Client. Upon Client's payment of all outstanding amounts due, Waites will resume the Services pursuant to the terms of this CMA.

5. CONFIDENTIALITY.

- 5.1. **Confidential Information.** In the performance of this CMA, a Party ("Discloser") may disclose Confidential Information to the other Party ("Recipient"). "Confidential Information" means nonpublic, confidential and/or proprietary information or data, including but not limited to information of a business, technical and/or financial nature relating to product development, technology, manufacturing processes, drawings, specifications, models, projections, formulae, data, know-how, designs, improvements, samples, software programs, marketing plans, strategies and/or customer and supplier lists. Confidential Information may be either the property of Discloser or information provided by a corporate affiliate of Discloser or a third party. Confidential Information of Waites includes, without limitation, its services, price lists, website access (including login names and passwords), user interface, manuals, data structures, functional specifications, future product and service development plans and the terms of this CMA.
- 5.2. **Exclusions.** Confidential Information does not include any information that: (i) was in Recipient's possession before receipt from Discloser; (ii) is or becomes a matter of public knowledge through no fault of Recipient; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality to Discloser; (iv) is independently developed by Recipient; or (v) is disclosed by Recipient with Discloser's prior written approval. If any portion of the Confidential Information falls within any of these exceptions, the remainder shall continue to be Confidential Information subject to the terms of this CMA.
- 5.3. **Nonuse; Nondisclosure.** Recipient will not permit access to nor disclose Discloser's Confidential Information to any third party, except to its authorized employees and contractors who have a need to use or access such Confidential Information, as permitted under this CMA, and who are bound by obligations of confidentiality at least as stringent as those contained in this Section 5. Recipient will use the same degree of care in safeguarding Discloser's Confidential Information as Recipient uses to preserve and safeguard its own valuable proprietary information but no less than a reasonable degree of care and diligence. Recipient will immediately notify Discloser in writing upon



discovery of any loss or unauthorized disclosure of the Confidential Information of Discloser.

- 5.4. **Compelled Disclosure.** If Recipient is required by law to disclose Discloser's Confidential Information, Recipient will, prior to making such disclosure (unless prohibited by law), (i) notify Discloser and provide Discloser with a copy of any subpoena or court order pertaining to such disclosure; and (ii) reasonably cooperate with Discloser, at Discloser's expense, to assist Discloser to resist or limit the scope of the legally required disclosure.
- 5.5. **Return; Destruction.** Confidential Information, including permitted copies, will be deemed the property of Discloser. Recipient will, within ten (10) days of a written request by Discloser, return all Confidential Information, including all copies, to Discloser or, if so directed by Discloser, destroy all such Confidential Information. Recipient will also, within ten (10) days of a written request by the disclosing party, certify in writing that it has satisfied its obligations under this Section 5.5.
- 5.6. **Equitable Relief.** Both Parties agree that an impending or existing violation of any provision of this CMA would cause Discloser irreparable injury for which it would have no adequate remedy at law, and that Discloser will be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 5.7. **Survival.** The obligations under this Section 5 shall survive for a period of five (5) years after the termination or expiration of this CMA; provided, however that any Confidential Information identified by Discloser as a trade secret will remain subject to this CMA for so long as the information is protected as a trade secret under applicable law.

6. INDEMNIFICATION; INSURANCE

- 6.1. **Indemnification by Client.** Client agrees to defend, indemnify and hold harmless Waites, its officers, directors, shareholders, employees and agents from and against any third-party claim, suit, action, liability, and cost of any kind, including attorneys' fees and costs of litigation, for bodily injury, death, or physical damage to third party tangible property to the extent caused by any gross negligence or more culpable act or omission (including reckless or willful misconduct) of Client, its other contractors or any third party under Client's control and Client's breach of any representation, warranty, covenant or obligation of Client under this Agreement (including any action or failure to act by any Client personnel that, if taken or not taken by Client, would constitute such a breach by Client). Client's obligations under this Section shall survive any expiration or termination of this Agreement.
- 6.2. **Indemnification by Waites.** Waites shall indemnify, defend and hold harmless Client from any third-party claim, suit, action, liability, and cost of any kind, including attorneys' fees and costs of litigation, based on an allegation that the Products or Services, or use thereof, constitutes an infringement or misappropriation of any right of any third party, including any copyrights, patent rights, trademark rights, trade secret rights, confidentiality rights or other property rights. Waites will have no obligation or liability pursuant to this Section or otherwise in relation to: (a) any claims arising out of the use of Products or Services in combination with other software products or services that are not offered or approved by Waites if the claim or infringement would not occur but for such combination; (b) the modification of any part of the Products or Services, unless such modification was made by Waites or at the direction of Waites; (c) any claims attributable to use of the Products or Services in violation of any terms of this Agreement or any applicable law; or (d) any use of an infringing Product or Service after Waites has made available to Client a non-infringing replacement or modification. In the event that the Products or Services are held, by a final, unappealable order, in any suit to be infringing and its use is enjoined or limited in any manner, Waites, in addition to all other obligations under this Section, may at its expense either (a) procure for Client the right to continue use of such Products or Services or (b) replace or modify the same with non-infringing Products or Services satisfactory to Client. If Waites cannot accomplish any of the foregoing within ten (10) business days of the final, unappealable order, then Waites shall accept return of such Products or Services, and refund all pre-paid fees paid to Waites for the



infringing Product or Service.

- 6.3. **Indemnification Procedure and Remedies.** To receive the benefit of indemnification under Section 6.1 or Section 6.2, the indemnified Party must promptly notify the indemnitor in writing of a claim or suit and provide reasonable cooperation (at indemnitor's expense) and tender to indemnitor (and its insurer) full authority to defend or settle the claim or suit. Indemnitor has no obligation to indemnify for any settlement made without its consent or for any claim to the extent lack of prompt notice shall have prejudiced indemnitor.
- 6.4. **Insurance.** Each Party will have the following insurance coverage:
- 6.4.1. **Commercial General Liability** covering bodily injury and property damage liability with a limit of not less than \$1,000,000 each occurrence;
- 6.4.2. **Worker's Compensation** (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering such Party's employees under applicable state workers' compensation laws for work-related injuries suffered by such Party's employees;
- 6.4.3. **Automobile liability** with limits of not less than \$1,000,000 each accident;
- 6.4.4. **Comprehensive Crime** with limits of not less than \$500,000 each occurrence; and
- 6.4.5. **Errors and omissions liability** covering damages arising out of negligent acts, errors or omissions committed by a Party or their employees in the performance of this Agreement, with a limit of liability of not less than \$1,000,000 each claim.

7. WARRANTIES, LIMITATION OF LIABILITY, DISCLAIMER

- 7.1. **Disclaimer.** CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES AND INSIGHTS OBTAINED THEREFROM ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, AND WAITES DOES NOT MAKE ANY AND HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES OR INSIGHTS WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS OR THAT THE OPERATION THEREOF WILL BE ERROR-FREE OR UNINTERRUPTED. WAITES WILL NOT BE LIABLE FOR ANY SERVICES PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS UNLESS EXPRESSLY STATED UNDER AN SOW.
- 7.2. **Limitation of Liability.** IN NO EVENT WILL WAITES HAVE ANY LIABILITY OR RESPONSIBILITY UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING FROM BUSINESS INTERRUPTION OR LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WAITES'S LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR SERVICES UNDER THE APPLICABLE SOW DURING THE SIX (6) MONTHS PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM(S). NO ACTION, REGARDLESS OF FORM, ARISING IN CONNECTION WITH THIS CMA, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE GIVING RISE TO THE CAUSE OF ACTION OR BE BARRED FOREVER, EXCEPT THAT ANY ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS AFTER THE DATE ON WHICH PAYMENT WAS DUE.

8. MISCELLANEOUS

- 8.1. **Background Checks.** Waites uses a standard background check process that requires candidates for employment to successfully complete a criminal background check (CBC), drug screens, motor vehicle records (MVR) check or credit check in conjunction with the normal duties, or when otherwise required by Waites. Waites reserves the right to change its process as appropriate from time to time.



- 8.2. **Excused Performance.** No delay or failure of a Party to perform any of its obligations, other than payment obligations, under this CMA due to causes beyond its reasonable control, will constitute a breach, or render that Party liable for the delay or failure to perform. Causes beyond a Party's reasonable control include but are not limited to: labor disputes, strikes or other similar disturbances; acts of God; utilities or communications failures, including the failure of cellular service described in Section 2.7; acts of the public enemy; commercial infeasibility; and riots, insurrections, sabotage, terrorism, or vandalism.
- 8.3. **No Solicitation of Employees.** Client will not hire or solicit for employment (or as an independent contractor) any of Waites's employed or independent personnel for a period of one (1) year after the latter of the date the person's engagement with Waites is terminated or the termination of this CMA or any SOW, provided, however, that this Section 8.3 will not prohibit Client from soliciting or hiring any person who responds to a general advertisement or solicitation that are not specifically directed at employees of Waites. If this Section is breached, damages will be equal to 100% of the individual's annual compensation.
- 8.4. **Survival of Obligations.** The termination of this CMA will not discharge or relieve either Party of any obligations and provisions that are intended to survive the termination of this CMA.
- 8.5. **Waivers.** No term or provision hereof shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by an authorized representative of the Party claimed to have waived or consented. No consent by either Party to, or waiver of, a breach by the other, whether express or implied, will constitute consent to, waiver of or excuse for any different or subsequent breach.
- 8.6. **Notices.** All notices given in connection with this CMA shall be in writing and transmitted by (i) overnight express courier delivery with proof of reception; (ii) U.S. certified mail, return receipt requested, postage prepaid; (iii) when delivered via electronic mail (including pdf) to a regularly monitored email address of the receiving party. Delivery of notices will be deemed given upon the date of receipt from a courier; the date certified mail return receipt is signed or delivery is rejected; or date of confirmation of facsimile transmittal.

o WAITES:

Attention: R. Scott Barnes, CPA
Title: Chief Revenue Officer
Address: 1045 W. 8th Street
City State Zip: Cincinnati, Ohio 45203
Email: scottb@waites.net

o CLIENT:

Attention: _____
Title: _____
Address: _____
City State Zip: _____
Email: _____

Each Party may change its designated address for notices by providing written notice to the other Party according to this Section 8.7.

- 8.7. **Governing Law, Jurisdiction and Venue.** This CMA will be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflict of laws principles. The Parties consent to jurisdiction and venue in the state courts of Hamilton County, Ohio, or if there is federal jurisdiction, the U.S. District Court for the Southern District of Ohio. Jury trials are waived.
- 8.8. **Intellectual Property Rights.** All intellectual property rights and other proprietary rights in and to the Services, Waites's proprietary monitoring software and deliverables, information, know-how and processes related to the CMA, or developed outside the SOW(s), will be Waites's sole and exclusive property and will not be claimed to be a work made for hire for Client. Client acknowledges and agrees: (i) that Waites has the right to re-use any of their know-how, ideas, concepts, methods, processes or similar information, however characterized, whether in tangible or intangible form, and whether used by Waites in the performance of Services or not, at any time and without limitation, (ii) that Waites retains ownership of any and all of Waites's intellectual property rights including, but not limited to, all software development work and resulting



applications, other monitoring related methods, concepts, designs, reports, programs and templates and (iii) that any third-party which has provided software, hardware or services to Client under this CMA or any SOW hereto retains all right, title and interest in its software, hardware or services. Waites grants Client a non-exclusive right to use and display any deliverables as necessary in the conduct of its internal business. This license is perpetual, provided that Client is not otherwise in default under this CMA.

- 8.9 **Attorneys' Fees.** In the event of any legal action arising out of this CMA, the prevailing Party will be entitled to recover all costs, including reasonable attorneys' fees.
- 8.10 **Independent Contractor; Subcontractors.** Waites provides Services as an independent contractor and will be responsible for all social security, unemployment, workers' compensation, and other withholding taxes for all Waites's employees. Waites may use subcontractors to perform Services, in which case Waites will be responsible for like items with respect to those subcontractors.
- 8.11 **Successors and Assigns.** This CMA shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns. This CMA may not be assigned by either Party without the prior written consent of the other; except that Waites may make an assignment to its parent company and any of its subsidiaries or affiliates without obtaining Client's prior written consent.
- 8.12 **Authority.** Each Party represents and warrants to the other that as of the Effective Date: (i) it is an entity duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it has all requisite power and authority to enter into and perform its obligations; and (iii) the signor is an authorized representative and has the capacity to bind the entity.
- 8.13 **Severability.** If any provision of this CMA is found by competent judicial authority to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire CMA, but rather the entire CMA shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly so long as such invalid or unenforceable provision does not materially affect the Parties' rights under this CMA.
- 8.14 **Entire Agreement.** This CMA, SOW(s), and any other written instrument, which is expressly incorporated herein by reference or otherwise made a part hereof, constitute the entire understanding between the Parties with respect to this subject matter and supersede all prior communications, representations, and agreements. The CMA may not be varied except by a modification in writing signed by the Parties authorized representatives. Client's purchase orders or correspondence, or Waites's reference to Client's purchase orders or Client's correspondence, after the Effective Date, will have no effect.
- 8.15 **Counterparts.** This CMA may be executed in counterparts, each of which shall be deemed an original and of equal force and effect. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures.
- 8.16 **Interpretation.** Captions of the Sections of this CMA are for reference purpose only and do not constitute terms or conditions. Each Party acknowledges that each have thoroughly reviewed this CMA and bargained over its terms. Accordingly, neither Party will be considered responsible for the preparation of this CMA, which will be deemed to have been prepared jointly. The provisions of the CMA allocate the risks between the Parties. These terms and conditions reflect this allocation of risk, and each provision is part of the bargained-for consideration of this CMA.
- 8.17 **Exports.** Client may not export the Services or Insights except in compliance with applicable U.S. export control laws and regulations.
- 8.18 **Publicity.** Waites may list the Client as a client on promotional materials or on Waites's website.
- 8.19 **Negotiated Agreement.** The CMA has been negotiated by the Parties and their respective



counsel. The CMA will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party. Any ambiguity shall not be interpreted against the drafting Party.

This Condition Monitoring Agreement has been signed by the Parties effective as of the Effective Date.

CLIENT: _____

WAITES SENSOR TECHNOLOGIES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____