

NUMURUS LLC TERMS AND CONDITIONS FOR PURCHASE OF SERVICES

1. **Term and Termination:** . This Agreement shall commence on the Effective Date and continue for a the "Term", unless earlier terminated as provided herein. This Agreement shall terminate: (a) upon written notice by the Company to Service Provider that Service Provider materially breached any term of this Agreement; or (b) by either party upon thirty (30) days' written notice to the other party.
2. **Relationship:** The Company retains Service Provider only for the purposes and to the extent set forth in this Agreement, and its relation to the Company shall be that of an independent contractor. Service Provider shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Company pertaining to or in connection with any pension, or similar benefits for its regular employees. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between the Company and Service Provider.
3. **Performance:** Service Provider makes no representation to the Company with respect to performance of services other than the time commitments and specific project activities described in Section 1 of this document.
4. **Confidentiality:** I agree that information that is not generally known to the public to which I have been or will be exposed as a result of my being engaged by Company is confidential information that belongs to Company: This includes information developed by me, alone or with others, or entrusted to Company by its customers or others. I will hold Company confidential information in strict confidence, and not disclose or use it except as authorized by Company and for Company's benefit, except as required by law. My agreements to protect Company's confidential information apply both while I am engaged by Company and after my engagement by Company ends, regardless of the reason it ends.
5. **Company's confidential information includes, without limitation, information relating to Company's trade secrets, research and development, product development plans, inventions, know how, software (including source code and object code), procedures, manufacturing, engineering, purchasing, accounting, marketing, sales, customers, suppliers, financial status or employee.**
6. **I understand that this agreement does not limit my right to use my own general knowledge and experience, whether or not gained while engaged by Company, or my right to use information that is or becomes generally known to the public through no fault of my own, but I have the burden in any dispute of showing that information is not Company's confidential information.**
7. **I understand it is Company's policy not to improperly obtain or use confidential, proprietary or trade secret information that belongs to third parties, including others who have employed or engaged me or who have entrusted confidential information to me. I will not use for Company's benefit or disclose to Company confidential, proprietary or trade secret information that belongs to others, unless I advise Company that the information belongs to a third party and both Company and the owners of the information consent to the disclosure and use.**

Inventions, Copyrights and Patents: Company owns all Inventions and Works I make, conceive, develop, discover, reduce to practice or fix in a tangible medium of expression, alone or with others during and

within the scope of my engagement by Company (including past engagement) related to the Field. For the purposes of this Agreement, the "Field" means SMART SENSORS.

8. I will promptly disclose to Company, will hold in trust for Company's sole benefit, will assign to Company and hereby do assign to Company all Inventions and Works described in the prior paragraph, including all copyrights (including renewal rights), patent rights and trade secret rights, vested and contingent. I will waive and hereby do waive any moral rights I have or may have in the Inventions and Works described in the prior paragraph. I agree that all Works related to the Field I produce within the scope of my engagement shall be considered "works made for hire" so that Company will be considered the author of the Works under the federal copyright laws. At Company's direction and expense I will execute all documents and take all actions necessary or convenient for Company to document, obtain, maintain or assign its rights to these Inventions and Works. Company shall have full control over all applications for patents or other legal protection of these Inventions and Works. I also grant to Company a perpetual nonexclusive royalty free fully paid up license to use, make derivative works of and sublicense all Inventions and Works of mine that I bring to Company for use in the course of Company's business or for incorporation into any Inventions or Works that belong to Company.

9. "Inventions" means discoveries, developments, concepts, ideas, improvements to existing technology, processes, procedures, machines, products, compositions of matter, formulas, algorithms, computer programs and techniques, and all other matters ordinarily intended by the word "invention," whether or not patentable or copyrightable. "Inventions" also includes all records and expressions of those matters. "Works" means original works of authorship, including interim work product, modifications and derivative works, and all similar matters, whether or not copyrightable.

10. I understand that this agreement does not apply to any Invention or Work of mine for which no equipment, supplies, facilities or trade secret information of Company was used and which was developed entirely on my own time, unless (a) the Invention or Work relates directly to Company's business in the Field or actual or demonstrably anticipated research or development, or (b) the Invention or Work results from any services I provided to Company in the Field.

11. Company Materials: I will safeguard and return to Company when my engagement ends, or sooner if Company requests, all documents and property in my care, custody or control relating to my engagement or Company's business, including without limitation any documents that contain Company's confidential information.

12. Noncompetition After Engagement by Company Ends: For the period of the engagement by Company, I will not, directly or indirectly: (a) sell, market or propose to sell or market products that compete or will compete with Company's then existing or reasonably anticipated products in the Field ("Competing Products") as defined in Section 7 above in any geographic area where Company's products are then marketed, (b) design or develop Competing Products, or (c) work for or with, or provide services or information to, any person or entity that (i) sells, markets or proposes to sell or market Competing Products in any geographic area where Company's products are then marketed or (ii) is designing or developing Competing Products.

13. No Conflicting Agreements: I am not a party to any agreements, such as confidentiality or noncompetition agreements, that limit my ability to perform my duties for Company.

14. Authority: Service Provider shall not have the authority to bind, obligate or commit the Company by any promise or representation without the prior written approval of the Contact Person.
15. No Use of Others' Rights: Service Provider represents and warrants that he can perform the services described in Section 1, independent of any confidential and proprietary information owned by a third party and without breaching any agreements with a third party.
16. Expenses: Service Provider shall not be authorized to incur on behalf of the Company any expenses without the prior written consent of the Company. As a condition to receipt of reimbursement, Service Provider shall submit to the Company reasonable evidence that the amount involved was expended and related to Services provided under this Agreement. Company acknowledges that Service Provider's services may require him to incur reasonable out of pocket expenses in the performance of those services and agrees to reimburse Service Provider according to the procedure described above in Section 13.
17. Integration: This document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are superseded hereby. The provisions of this Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.
18. Assignment: Service Provider may not assign this Agreement or its rights, or delegate its duties or obligations hereunder.
19. Nonwaiver: Any failure or delay by any party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under this Agreement. The waiver by any party of a breach of any term, condition or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.
20. Modification or Waivers: No modifications or amendments to this Agreement and no waiver of any provisions hereof shall be valid unless made in writing signed by duly authorized representatives of the parties.
21. Governing Law; Venue: In any lawsuit arising out of or relating to this agreement or my engagement, including without limitation arising from any alleged tort or statutory violation, the prevailing party shall recover their reasonable costs and attorneys fees, including on appeal. This agreement shall be governed by the internal laws of the state of Washington without giving effect to provisions thereof related to choice of laws or conflict of laws. Venue and jurisdiction of any lawsuit involving this agreement or my engagement shall exist exclusively in state and federal courts in King County, Washington.
22. Notices: Any notice required by this Agreement shall be in writing and shall be deemed sufficient upon receipt or refusal when delivered personally or by courier, overnight delivery service or confirmed facsimile, if such notice is addressed to the party to be notified at such party's address or facsimile number
23. Severability: If any term, provision or part of this Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be

impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and be interpreted in a manner consistent with the parties' intent.

24. Survival: The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by the parties hereunder shall so survive the completion of the performance, cancellation or termination of this Agreement.

25. Attorneys' Fees: In the event any action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorneys' fees incurred thereby.