

STRATUS UNLIMITED, LLC

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABILITY.** These Purchase Order Terms and Conditions (“Terms”), together with the terms and conditions set forth on the purchase order (“Purchase Order”) and any master agreement between Stratus Unlimited, LLC, a Delaware limited liability company (“Stratus”), or its predecessor in interest (the “Master Agreement”), form the entire agreement between Stratus and the party to whom the Purchase Order is issued (“Contractor”) regarding the services and deliverables specified in the Purchase Order. Stratus and Contractor may be referred to herein as the “Parties,” and, each, individually, a “Party”. These Terms shall apply to all Purchase Orders. Acceptance of a Purchase Order or fulfillment of or other performance under a Purchase Order constitutes acceptance of these Terms. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) these Terms, (ii) the Purchase Order and (3) the Master Agreement.

2. **SCOPE OF WORK.**

a. **Services.** The Contractor agrees to perform the services (“Services”) set out in one or more purchase orders to be issued by Stratus and accepted by Contractor (each, a “Purchase Order”). Contractor shall perform the Services (i) using personnel of required skill, experience, and qualifications; (ii) in a timely, workmanlike, and professional manner; (iii) in accordance with generally recognized industry standards in Contractor’s field; and (iv) to the reasonable satisfaction of Stratus. Contractor may not subcontract or assign any of the Services without written authorization from Stratus. Any subcontract or assignment of any of the Services by Contractor to a third party shall not relieve Contractor of its obligations under these Terms, the master agreement, and any accepted Purchase Orders.

b. **Purchase Orders.** Purchase Orders shall be deemed accepted and incorporated into these Terms once Contractor accepts the Purchase Order in writing or begins fulfillment or other performance under such Purchase Order. Stratus may withdraw any Purchase Order prior to Contractor’s acceptance thereof.

3. **CONTRACTOR’S OBLIGATIONS.**

a. **Records.** Contractor shall maintain complete and accurate records relating to the provision of the Services under these Terms and any Purchase Order, including records of the time spent and materials used by Contractor in providing the Services, in such form as Stratus requires. During the Term (and for a period of one (1) year thereafter, upon Stratus’s written request, Contractor shall allow Stratus or Stratus’s representative to inspect and make copies of such records in connection with the provision of the Services; provided, however, that Stratus provides Contractor with reasonable advance written notice of the planned inspection.

b. **Materials Responsibility.** Any materials (including Stratus products) that are shipped to Contractor in conjunction with these Terms, the Master Agreement, or any Purchase Order remain the property of Stratus. Upon receipt of such materials, Contractor shall assume full responsibility for handling and safekeeping until the Services are completed and accepted by an authorized representative of Stratus or until other disposition is directed by Stratus. Contractor shall accept materials shipped to it, immediately inspect them for damage and shortage in shipment, and promptly furnish Stratus with a signed freight bill clearly describing such damage or shortage. Contractor shall notify the delivering carrier to request inspection and a concealed damage report. No materials are to be returned to Stratus without Stratus’s prior approval; provided, however, Contractor must return any materials in its possession in the event of termination or expiration of these Terms. If Contractor fails to note damage or shortage on a delivery bill or by a subsequent concealed damage report, Contractor shall have no recourse to Stratus or the freight carrier and will be fully responsible for any damages.

c. Performance and Quality Expectations. Contractor shall complete the Services within the time frame set forth in the respective Purchase Order. Contractor shall continuously perform all work under these Terms in a skillful, diligent, thorough, and careful manner. Contractor shall take all necessary steps to protect work locations from any damage resulting from Contractor's Services. Upon completion of the Services, Contractor shall leave the premises clean and free of all rubbish, tools, equipment, and obstructions. Contractor shall minimize interference with business activity conducted at any location where it performs the Services under these Terms.

4. REPRESENTATIONS AND WARRANTIES.

a. Contractor's Representations and Warranties. Contractor represents and warrants to Stratus that:

i. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of these Terms;

ii. it has the fully right, power, and authority to enter into these Terms and perform its obligations hereunder;

iii. it is in material compliance with, and shall continue to comply with (1) all applicable laws, rules, regulations, codes, and orders of any governmental or regulatory authority ("Laws"), and (2) all agreements to which Contractor is a party or to which any of its material assets are bound that relate to these Terms and the operation of its business; and

iv. it has obtained and shall maintain all licenses, authorizations, approvals, consents, and permits required by applicable Laws to conduct its business and to perform its obligations under these Terms.

b. Warranty. Contractor warrants to Stratus and any end users of any work product and other materials delivered to Stratus pursuant to these Terms or any Purchase Order ("Deliverables"), for one year from the later of the date of completion of the Services under any Purchase Order or the delivery of any Deliverable, that all Services and Deliverables will:

i. be free from any defects in workmanship, material, and design;

ii. conform to all applicable specifications provided by Stratus;

iii. be fit for their intended purpose and operate as intended;

iv. be merchantable;

v. be free and clear of all liens, security interests, or other encumbrances; and

vi. not infringe or misappropriate any third party's patent or other intellectual property rights.

c. Additional Terms. All warranties in Section 4: (i) survive any delivery, inspection, acceptance, or payment of or for the Services or Deliverables by Stratus; (ii) are cumulative and in addition to any other warranties provided by law or equity; (iii) inure to the benefit of Stratus and its successors and assigns and the users of Stratus' or its customers' products; and (iv) may not be limited or disclaimed by Contractor. Any applicable statute of limitations runs from the date of Stratus' discovery of the noncompliance of the Services or Deliverables with the foregoing warranties. Contractor shall transfer and assign to Stratus all of its rights (but not any obligations) under all warranties from equipment or material manufacturers or suppliers, permitted subcontractors, or other third parties.

d. Effect of Breach of Warranties. In the event of any breach of the warranties set forth in this Section 4, Stratus may elect to (i) require Contractor, at Contractor's sole cost, to repair or replace the rejected Deliverables or Services at the location specified by Stratus (which may include Contractor's location, Stratus's location or the location of a third party), (ii) purchase similar goods or services from another source, at Contractor's sole cost and expense, (iii) produce or repair the Deliverables or perform the Services itself or have a third party produce or repair the Deliverables or perform the Services, at Contractor's sole cost and expenses, or (e) retain the rejected Deliverables; in each case without limiting the exercise by Stratus of any other rights available to Stratus under these Terms or pursuant to applicable Law.

5. FEES, PAYMENT, AND EXPENSES.

a. Fees. Contractor shall perform the Services for the fees set forth on each Purchase Order. Contractor is solely responsible for all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Stratus under these Terms, and in no event shall Stratus be required to pay any additional amount to Contractor in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Contractor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

b. Invoices. Contractor shall submit an invoice to Stratus within five (5) business days of completion of the Services set forth in a Purchase Order. Each invoice must set forth in reasonable detail the amounts payable by Stratus in U.S. dollars and contain the following information, as applicable: Purchase Order number, remit address, invoice number, invoice date, work order number, job description, amount due, any required documentation per Purchase Order instructions, and appropriate lien waivers and sworn statements, if applicable. Stratus reserves the right to return and withhold payment due for any invoices or related documents that are inaccurate or incorrectly submitted to Stratus, including for any invoices that are not submitted within the timeline set forth in this Section 5.b. The Parties shall seek to resolve any invoice disputes expeditiously and in good faith. Any payment by Stratus of an invoice is not an acceptance of any nonconforming element or terms on such invoice or the related Services.

c. Payment. Except for any amounts disputed by Stratus in good faith, Contractor's accurate, undisputed, and correctly submitted (pursuant to Section 5.b) invoices will be payable in U.S. dollars within thirty (30) days of receipt by Stratus.

d. Expenses. Contractor shall be reimbursed for any approved expenses attributable to the Services or Deliverables that are pre-approved by Stratus in writing in a Purchase Order. All Contractor expenses not pre-approved by Stratus in writing in a Purchase Order shall be the sole responsibility of the Contractor.

6. **INTELLECTUAL PROPERTY.** Contractor assigns to Stratus, Contractor's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Contractor while working for or on behalf of Stratus, which relate to, is suggested by, or results from matters set out in any active Purchase Order and depends on either: (a) Contractor's knowledge of Confidential Information (as defined in Section 7) it obtains from Stratus, or (b) the use of Stratus equipment, supplies, facilities, information, or materials.

Contractor shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to Stratus. Contractor shall, upon request of Stratus, promptly execute a specific assignment of title to Stratus and do anything else reasonably necessary to enable Stratus to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications relating to a Purchase Order, related to trade secrets of Stratus, or which relate to tasks assigned to Contractor by Stratus, which Contractor may file within one

year after termination of these Terms, shall belong to Stratus, and Contractor hereby assigns same to Stratus, as having been conceived or reduced to practice during the term of these Terms.

All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Contractor in the course of performing services for Stratus, together with any associated copyrights, are works made for hire and the exclusive property of Stratus. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, these Terms shall constitute an irrevocable assignment by Contractor to Stratus of the ownership of and all rights of copyright in, such items, and Stratus shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Contractor shall give Stratus or its designees all assistance reasonably required to perfect such rights.

If for any reason, including incapacity, Stratus is unable to secure Contractor's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 6, or to enforce such rights, Contractor hereby designates Stratus as Contractor's attorney-in-fact and agent, solely and exclusively to act for and on Contractor's behalf to execute and file such documents with the same legal force and effect as if executed by Contractor and for no other purpose.

7. **CONFIDENTIALITY.** All non-public, confidential or proprietary information of Stratus ("Confidential Information"), including, but not limited to, specifications, samples, patterns, designs, plans, formulas, research, strategies, drawings, documents, data, business operations, customer or vendor lists, customer information, inventions, pricing, discounts, trade secrets, or rebates disclosed by Stratus to Contractor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with these Terms is confidential, solely for Contractor's use in performing under these Terms, and may not be disclosed or copied unless authorized by Stratus in writing. Confidential Information shall only be disclosed to Contractor's directors, officers, employees, and subcontractors who need to know such information to perform the Services ("Representatives"). Contractor agrees that its Representatives shall be bound by the obligations set forth in this Section 7 and that Contractor shall be liable for any breach of these Terms by its Representatives. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Contractor's breach of these Terms; (b) is obtained by Contractor on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Contractor establishes by documentary evidence, was in Contractor's possession prior to Stratus's disclosure hereunder; or (d) was or is independently developed by Contractor without using any Confidential Information. Upon Stratus's request, Contractor and its Representatives shall promptly return all documents and other materials received from Stratus. Stratus shall be entitled to injunctive relief for any violation of this Section 7.

8. **TERM, TERMINATION, AND SURVIVAL.**

a. Term. These Terms shall commence as of the date Contractor accepts these Terms pursuant to Section 1 and shall continue thereafter until the completion of the Services under all Purchase Orders, unless sooner terminated pursuant to this Section 8.

b. Termination Without Cause. Stratus, in its sole discretion, may terminate these Terms or any Purchase Order, in whole or in part, at any time without cause, and without liability except for required payment for Services and Deliverables rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least thirty (30) days' prior written notice to Contractor.

c. Termination for Cause. Either Party may terminate these Terms, effective upon written notice to the other Party (the "Defaulting Party");

i. If the Defaulting Party materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach; or

ii. Without notice, if the Defaulting Party becomes insolvent or admits its inability to pay its debts generally as they become due; becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; makes a general assignment for the benefit of creditors; or is dissolved or liquidated or takes any corporate action for such purpose.

d. Effect of Termination. Upon expiration or termination of these Terms for any reason, Contractor shall promptly: (i) deliver to Stratus all Deliverables, documents, work product, and other materials, whether or not complete, prepared by or on behalf of Contractor in the course of performing the Services for which Stratus has paid; (ii) return to Stratus all Stratus-owned property, equipment, or materials in its possession or control; (iii) remove any Contractor-owned property, equipment, or materials located at Stratus's locations; (iv) deliver to Stratus all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Stratus's Confidential Information; (v) provide reasonable cooperation and assistance to Stratus, upon Stratus's written request, in transitioning the Services to an alternate Contractor; (vi) on a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided; (vii) permanently delete all of Stratus's Confidential Information from its computer systems; and (viii) certify in writing to Stratus that it has complied with the requirements of this Section 8.d. If Stratus terminates this Agreement for any reason, Contractor's sole and exclusive remedy is payment for the Services and Deliverables provided and accepted by Stratus prior to the termination.

e. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms, including, but not limited to, those set forth in Sections 6, 7, and 8.

9. **INDEPENDENT CONTRACTOR STATUS.** It is understood and acknowledged that the Services which Contractor will provide to Stratus hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Stratus. Contractor has no authority to commit, act for or on behalf of Stratus, or to bind Stratus to any obligation or liability. The Parties are not deemed to be agents, partners, or joint ventures for any purpose. Contractor has no authority to commit Stratus or bind Stratus to any obligation or liability or to act for or on behalf of Stratus. Contractor and its employees shall not be eligible for and shall not receive any employee benefits from Stratus. Contractor shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the Services provided by Contractor.

10. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless Stratus and its officers, managers, members, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "Losses"), arising out of or resulting from any claim of a third party arising out of or occurring in connection with (a) Contractor's negligence, willful misconduct, or breach of these Terms or any Purchase Order; (b) any claims of infringement of the intellectual property rights of any third party arising out of the Services or Deliverables, in each case, unless such claim arises out of Stratus' fraud, gross negligence, or intentional or willful misconduct; and (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the willful or grossly negligent acts or omissions of Contractor or any of its employees, representatives, or agents. Contractor shall not enter into any settlement without Stratus' or Indemnified

Party's prior written consent. Stratus may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Contractor.

11. **LIMITATION OF LIABILITY.** EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 10 OR IN THE EVENT OF ANY BREACH OF SECTIONS 6 or 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **REMEDIES.**

a. **Cumulative Remedies.** All rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

b. **Equitable Remedies.** Contractor acknowledges and agrees that (i) a breach or threatened breach by Contractor of any of its obligations under Section 6 or Section 7 would give rise to irreparable harm to Stratus for which monetary damages would not be an adequate remedy and (ii) in the event of a breach or a threatened breach by Contractor of any such obligations, Stratus shall, in addition to any and all other rights and remedies that may be available to Stratus at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Contractor agrees that Contractor will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 12.

13. **INSURANCE.** Contractor agrees to obtain and maintain insurance coverage in full force and effect insuring the activities of Contractor under these Terms, including, but not limited to, commercial general liability insurance, business auto liability insurance, and workers' compensation and employers' liability insurance at or above the limits required by local, state and/or federal law (the "Required Insurance"). Upon Stratus's request, Contractor shall provide Stratus with a certificate of insurance from Contractor's insurer(s) evidencing such Required Insurance coverage and naming Stratus Unlimited, LLC, and its parents, subsidiaries, affiliated and related entities or any other party requested by Stratus as additional insureds to the Required Insurance or any other insurance required to be carried by the Contractor in connection with the Services. The additional insured coverage shall be primary and non-contributory to any other coverage afforded to the additional insureds. Contractor shall notify Stratus of any loss of coverage or modification to coverage within thirty (30) days of the date of loss or modification.

14. **ENTIRE AGREEMENT.** These Terms, including and together with any related Purchase Orders, the Master Agreement, and any exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications under these Terms (each, a "Notice") must be in writing and addressed to the other Party at the email or address indicated on the most recent Purchase Order or to such other address that may be designated by the

receiving Party in writing Such notice shall be deemed duly given and received (a) if hand delivered, upon delivery against receipt or upon refusal to accept the notice, (b) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (c) if sent by email, when sent, provided there has been no bounce back or other evidence that the transmission was not received by its intended recipient, or (d) if delivered by a standard overnight courier, one business day after deposit with such courier, postage prepaid. Any Party may change its address for the receipt of notices and other communications hereunder by giving the other Party notice of such change in the manner herein set forth.

16. **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.

17. **AMENDMENTS**. No amendment to, modification of, or rescission, termination or discharge of these Terms is effective unless it is in writing and signed by an authorized representative of each Party.

18. **WAIVER**. No waiver under these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. **ASSIGNMENT; SUCCESSORS AND ASSIGNS**. Contractor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under these Terms without the prior written consent of Stratus. Any purported assignment or delegation in violation of this Section 19 shall be null and void. No assignment or delegation shall relieve the Contractor of any of its obligations hereunder. Stratus may assign any of its rights or delegate any of its obligations to any Affiliate of Stratus or to any Person acquiring all or substantially all of Stratus's assets. These Terms are binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

20. **NO THIRD-PARTY BENEFICIARIES**. These Terms benefit solely the Parties and their respective successors and permitted assigns and nothing in these Terms, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

21. **GOVERNING LAW; VENUE**. These Terms, the Master Agreement, and any Purchase Orders issued pursuant hereto shall be governed by and construed exclusively in accordance with, the laws of the State of Delaware exclusively, without regard to any state's laws related to choice or conflict of laws. The Parties irrevocably agree and consent to the exclusive jurisdiction of the courts of the state of Ohio and the federal courts of the United States with venue sitting in Cleveland, Ohio for the adjudication of any matters arising under, or in connection with, these Terms.

22. **WAIVER OF JURY TRIAL**. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS, INCLUDING THE MASTER AGREEMENT AND ANY PURCHASE ORDERS, EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED THERETO, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THESE TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. **FORCE MAJEURE**. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term

of these Terms, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of these Terms; and (f) national or regional emergency. Notwithstanding the foregoing, Contractor's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section 23. The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (1) business days following written notice given by it under this Section 23, the other Party may thereafter terminate these Terms upon five (5) business days' written notice, subject to the provisions of Sections 8.d and 8.e.

24. **NO SOLICITATION**. Contractor, its agents, and its employees shall not solicit business directly from any of Stratus' customers or any of its customer affiliates during the term of these Terms and for a period of one (1) year following its termination or expiration.

25. **USE OF EQUIPMENT**.

a. **Use of Stratus' Equipment**. To the extent Stratus provides Contractor with any equipment to perform the Services, whether owned or leased by Stratus (the "Stratus Equipment"), Contractor understands and agrees that Stratus shall not be responsible for any losses of any kind resulting from the use of such Stratus Equipment by Contractor or Contractor's directors, officers, members, shareholders, employees, consultants, agents, or subcontractors (the "Equipment Users"). Any and all such use of the Stratus Equipment by the Equipment Users shall be at Contractor's sole risk and responsibility. Contractor shall indemnify, defend, and hold harmless Stratus and its officers, managers, members, employees, agents, affiliates, successors, and permitted assigns (collectively, "Equipment Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers, incurred by Equipment Indemnified Party, arising out of or resulting from any claim by any third party, Contractor, or the Equipment Users arising out of or occurring in connection with the use of the Stratus Equipment.

b. **Other Equipment**. To the extent Contractor provides its own equipment to perform the Services, whether owned by Contractor, leased by Contractor from Stratus, or leased by Contractor through a third-party (the "Other Equipment"), Contractor understands and agrees that Stratus shall not be responsible for any losses of any kind resulting from the use of such Other Equipment by the Equipment Users. Contractor shall obtain and provide to Stratus proof of certification of operation for any Other Equipment used on the premises before beginning to perform the Services relative to any specific Purchase Order, and Stratus shall have the right to visually inspect any Other Equipment on the premises where Services are being performed. Any and all such use of the Other Equipment by the Equipment Users shall be at Contractor's sole risk and responsibility. Contractor shall indemnify, defend, and hold harmless the Equipment Indemnified Party against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers, incurred by Equipment Indemnified Party, arising out of or resulting from any claim by any third party, Contractor, or the Equipment Users arising out of or occurring in connection with the use of the Other Equipment, including but not limited to any injuries or death

occurring as a result of the use of the Other Equipment, or damage resulting from the use of the Other Equipment at the premises where the Services are being performed.