



100 TradeCenter Drive
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Cambridge Polymer Group Terms and Conditions

Charges

Work performed under a fixed-price arrangement will be billed at the agreed fixed amount. Work performed on a time-and-expenses basis will be charged in accordance with the most current Consulting Services Schedule of Rates & Charges of Cambridge Polymer Group. Any unusual work not specifically covered by that schedule will be charged at a rate mutually determined to be reasonable in relation to the type of work to be performed. At the discretion of Cambridge Polymer Group, a suitable retainer may be required from the client in advance. Such an amount will be held by Cambridge Polymer Group until the final invoice is prepared, at which time the client's account will be reconciled. Evidence storage and disposal after closure of Cambridge Polymer Group's case file will be the responsibility of the client. Upon the client's request, Cambridge Polymer Group may agree to provide temporary storage space for a reasonable fee, which the client agrees to pay monthly upon presentation of an invoice from Cambridge Polymer Group. Taxes will be charged where applicable.

Payment

Invoices are typically rendered monthly or in accordance with the agreed upon payment schedule, and are due upon receipt. Outstanding balances past due over 30 days are subject to a delinquency charge until paid. Cambridge Polymer Group, without liability, may withhold delivery of reports and other data, and may suspend performance of its obligations to the client, pending full payment of all charges. Cambridge Polymer Group reserves the right to decline further work with any client delinquent in payment of charges due to Cambridge Polymer Group for previous work, until such balances are paid in full.

Execution of Scope of Services

Cambridge Polymer Group will work in accordance with generally accepted professional engineering practice. No other warranty, expressed or implied, is made concerning work performed under the agreement, including Cambridge Polymer Group's findings, recommendations, specifications, or professional advice. Cambridge Polymer Group will diligently proceed with the contracted work and report to the client in a timely manner, except for delays occasioned by factors beyond Cambridge Polymer Group's control, by factors that were not reasonably foreseeable, or by factors initiated by the client. Work under the agreement will be terminated upon receipt by Cambridge Polymer Group of written notice from the client, except that Cambridge Polymer Group may complete such analyses, records, and reports as are reasonably necessary to adequately document the work performed through termination. Charges for such work will be kept to a reasonable minimum, not exceeding 10% of total charges incurred through the date of termination. Work under a fixed-price agreement that is terminated before completion will be billed on a percentage of completion basis for effort expended up to the receipt of client's written notice of termination. Work under the agreement may be terminated by Cambridge Polymer Group only for just cause. This includes, but is not limited to: development of a material conflict of interest, judicially required participation in onerous discovery or other legal process outside the intended scope of the work, or the presence of circumstances beyond Cambridge Polymer Group's



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control, such as natural disasters or government intervention. Cambridge Polymer Group, unless other specific arrangements are made, will maintain its technical files for 30 days after the final payment is received and the case file is closed. Financial records will be retained according to I.R.S. requirements, but not less than one year after the case file is closed.

Miscellaneous

The client assumes full and complete responsibility for all uses and applications of Cambridge Polymer Group's recommendations, or work under this agreement, or failure to use recommendations or work, and agrees to indemnify and hold harmless Cambridge Polymer Group, its affiliates, officers, directors, employees, agents, and stockholders against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses resulting from the death or injury to any person or damage to any property or any other alleged or actual damages resulting from the aforementioned use, application, or nonuse of Cambridge Polymer Group's recommendations or work under this agreement. The client agrees that in no event shall Cambridge Polymer Group, its affiliates, officers, directors, employees, agents, or stockholders be liable for any incidental or consequential damages, direct or indirect, arising from Cambridge Polymer Group's services under this agreement. Cambridge Polymer Group will hold in strictest confidence all proprietary information and trade secrets of the client to which it may be given access. Unless otherwise expressly agreed in writing, all reports, recommendations, and other information provided to the client under this agreement shall be the sole property of the client. However, unless otherwise stated, polymer and hydrogel formulations, procedures or test protocols developed under this agreement shall be the joint property of the client and Cambridge Polymer Group, and may be used without restriction by either. In any litigation involving the client in which Cambridge Polymer Group is compelled by subpoena or court order to testify at a deposition or judicial proceeding, or to produce documents regarding work performed by Cambridge Polymer Group, the client agrees to compensate Cambridge Polymer Group, at its prevailing hourly rate, for all time spent by Cambridge Polymer Group in responding to such legal process, including all time spent in preparing for such testimony. The client also agrees to pay Cambridge Polymer Group's reasonable attorney's fees and expenses included in connection with the foregoing. In the event of any such subpoena or court order, Cambridge Polymer Group will promptly notify the client to enable the client to object to any such testimony or production of documents. In the event of a lawsuit between the client and Cambridge Polymer Group under this agreement, such lawsuit shall be filed and tried only in a court of competent jurisdiction within Suffolk County, Massachusetts. Massachusetts law shall apply to any such proceeding. The prevailing party in any action shall recover from the losing party its reasonable attorney's fees and costs of suit incurred in addition to any other relief granted.