

EXHIBIT A
GTI TERMS AND CONDITIONS (T&M SERVICES AGREEMENT)
(Effective February 9, 2017)

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| <p>1. <u>STATEMENT OF WORK.</u></p> <p>1.1 GTI agrees to use its best efforts to perform the Work as described in the Proposal, during the term specified in the Proposal.</p> <p>1.2 Unless specifically quoted by GTI in the Proposal, environmental or regulatory filings, expert testimonies and program/remediation management reviews are outside the Work. The costs to provide any such services are not included. However, GTI would be pleased to provide a new proposal to incorporate additional services upon request.</p> | <p>performance of this Agreement by GTI personnel, Sponsor will be charged at the hourly rates applicable for the appropriate labor classifications of GTI personnel performing the Work. In addition, Sponsor agrees to reimburse GTI for other burdened direct costs incurred, which includes General and Administrative expenses and Fee, in the performance of the Work.</p> |
| <p>2. <u>PERIOD OF PERFORMANCE.</u></p> <p>2.1 GTI shall endeavor to devote such time and facilities to complete the Work in accordance within the term specified in the Proposal.</p> <p>2.2 The period of performance for this Agreement shall begin on the effective date of this Agreement and shall continue until the earlier of (a) the actual delivery of the final Deliverable (as hereinafter defined), (b) exhaustion of the Not-To-Exceed Amount (as hereinafter defined), or (c) termination pursuant to Section 9. If there are no deliverables required under this Agreement, the period of performance for this Agreement shall expire at the earlier of (x) the end of the term specified in the Proposal, (y) exhaustion of the Not-To-Exceed Amount (as hereinafter defined), or (z) termination pursuant to Section 9.</p> | <p>3.3 GTI reserves the right to change and incorporate the hourly rates for each labor classification to GTI's prevailing rates if work is extended beyond the final rate period provided to Sponsor.</p> <p>3.4 If the Not-To-Exceed Amount is expended prior to the completion of the Work, the Work shall terminate as of the date that the Not-To-Exceed Amount is expended; unless, prior to such termination, Sponsor and GTI shall in writing agree to an increase to the funding.</p> <p>3.5 GTI will invoice Sponsor monthly for all costs incurred on the Work. No actual receipts or other documentation will be submitted with invoices. Payment of GTI's invoices are due within thirty (30) days of receipt. Invoices shall be considered received by Sponsor on the date which GTI sends the invoice. Payment of all invoices shall be remitted in U.S. Dollars to GTI via the one of the methods set forth in Exhibit C.</p> |
| <p>3. <u>COST AND PAYMENTS.</u></p> <p>3.1 For GTI's services, Sponsor shall pay an amount not-to-exceed the price quoted in the Proposal ("Not-To-Exceed Limit"), on a time and materials basis, during the term of this Agreement. In full compensation for time worked in</p> | <p>4. <u>DELIVERABLES.</u> GTI shall submit to Sponsor all applicable deliverables as specified in the Proposal (each a "Deliverable").</p> <p>5. <u>PUBLICITY AND LITIGATION.</u></p> <p>5.1 Except as provided in this Section herein below, Sponsor may use the</p> |

progress information and results from the Work as it sees fit.

- 5.2 No advertising, news releases, sales promotion or other publicity matters shall be published or distributed by Sponsor with respect to the Work, or the results achieved in connection therewith, which in any way mentions GTI or any of its employees, or from which a connection with GTI or any of its employees could be implied or inferred, without the prior written consent of GTI's Office of the General Counsel, which consent will not be unreasonably withheld.
- 5.2.1 Sponsor shall include the following reference in all of its marketing materials when referencing the technology developed under this Agreement: "This product was developed in cooperation with the Gas Technology Institute, Des Plaines, Illinois." Any other use of GTI's name and/or logo in any manner whatsoever relating to the technology developed under this Agreement without prior written approval from GTI's General Counsel is hereby prohibited. This prohibition shall include, but not be limited to, articles or publications (including news releases and advertising), marketing materials, and endorsements.
- 5.3 Sponsor agrees that, without the prior written consent of GTI's Office of the General Counsel, which consent shall not be unreasonably withheld, it will not voluntarily (1) present as evidence in any litigation or in any action pending before any regulatory agency, reports or other written information based on the results of the Work from which the identity of GTI as the source of such reports or written information would be known or in the judgment of GTI could be inferred or implied, and (2) it will not voluntarily call or subpoena any employee or representative of GTI as a witness in any litigation or regulatory proceeding with regard to the Work. However, such information and written

reports based on the results of the Work may be presented by Sponsor as evidence in litigation or actions pending before regulatory agencies, provided Sponsor is a necessary party to the litigation or regulatory proceeding and Sponsor is legally compelled to present said evidence and further provided that Sponsor notifies GTI in advance of said presentation.

6. PUBLICATION. GTI is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, and in order to comply with the provisions of Section 501(c)(3) and the applicable Regulations and Rulings, GTI must serve a public rather than a private interest. Therefore, GTI will, at its sole discretion as to time and method, publish or make available to the interested public on a non-discriminatory basis in a timely and reasonable manner the results and any or all of the information concerning the results of the Work which is the subject of this Agreement and which results or information would be beneficial or useful to the interested public. Sponsor and GTI further agree that any such publication described herein will be made at a time which will not jeopardize the rights of Sponsor or GTI to secure by reasonably diligent action any patent(s) or copyright(s) resulting from the Work.
7. CONFIDENTIAL INFORMATION. The parties contemplate that during the performance of the Work, either party may furnish the other with confidential information that is generally related to the subject matter of this Agreement, but was developed apart from this Agreement, which may include, but is not limited to, a party's inventions, know-how, product plans, product designs, pricing, financial information, marketing plans, business opportunities, personnel, customer lists, research and development activities and trade secrets (hereinafter referred to as "Confidential Information"). Such Confidential Information shall be held in confidence by the receiving party and shall not be

used for the receiving party's own use or commercial purposes. Such terms shall apply for a five (5) year period commencing upon the execution of this Agreement and shall not apply to information:

- (a) which is not in writing and clearly marked "Confidential." Information transmitted orally or visually may be classified as information pursuant to this provision by so designating at the time of disclosure, followed by a subsequent reduction to documentary form and submission to the receiving party within thirty (30) days from the date of initial disclosure. Any electronic media containing Confidential Information shall be affixed with a label clearly designating that the contents of the media are deemed "Confidential" prior to release by the disclosing party;
- (b) which is already in the possession of the receiving party or its employees as evidenced by written records;
- (c) which is now publicly known or subsequently becomes publicly known through no fault of the receiving party;
- (d) which is developed independently by an employee of the receiving party without breach of this Agreement as shown by demonstrative evidence;
- (e) which the receiving party rightfully receives from third parties;
- (f) which is approved by the disclosing party's written authorization for use or release by the receiving party; or
- (g) which is required to be disclosed by an order of court of competent jurisdiction, subject

to timely notice being given to the disclosing party for purposes of intervention allowing for a request of the court by the disclosing party for a form of protective order against further disclosure.

- 8. PATENTS. All right, title and interest in and to any patents which may result from the Work hereby vests in GTI, who shall at its own expense file all patent applications in the United States and selected foreign countries. The foregoing notwithstanding, GTI agrees, if requested, to grant Sponsor a non-exclusive, royalty-free license to such patents for Sponsor's internal use only. In the event GTI elects not to seek patent protection for any invention, GTI shall notify Sponsor of such decision and Sponsor shall have the right to seek such patent protection at its own expense; provided, however, that GTI shall retain a non-exclusive, royalty-free license to such patent for research and development purposes only.
- 9. TERMINATION. Sponsor may terminate the Work at any time by providing thirty (30) days advance written notice to the attention of GTI's Office of the General Counsel and GTI's Technical Representative. In the event of such termination, Sponsor shall reimburse GTI for all costs and non-cancelable commitments incurred in the performance of the Work up through the effective date of termination. GTI shall also be reimbursed for all termination expenses. GTI shall use its best efforts to minimize such termination costs.
- 10. LIMITATION OF LIABILITY. The aggregate liability of GTI, if any, with respect to this Agreement shall not exceed the total price paid to GTI under this Agreement, whether remedy is sought in contract, tort (including negligence), strict liability, warranty, indemnity, or other legal theory. In no event shall GTI or its subcontractors or vendors be liable to Sponsor in contract,

tort (including negligence), strict liability, warranty, indemnity, or other legal theory for any special, indirect, incidental, or consequential damages, such as, but not limited to, loss of anticipated profits or revenue, loss of use or nonoperation or increased expense of operation.

11. **NONSOLICITATION.** While this Agreement remains in effect, and for twelve (12) months thereafter, Sponsor agrees not to solicit for employment or otherwise seek the termination of the employment status of any personnel employed by or contracted to GTI who have been identified as performing Work for Sponsor under this Agreement or associated with Work performed by GTI for Sponsor under this Agreement. This restriction shall not apply to general solicitations by Sponsor that are not directed specifically to such personnel. Sponsor agrees that said restriction is reasonable in duration and scope. In the event of any breach, threatened breach or intended breach of this Section, GTI, in addition to any other rights and remedies available to it at law, in equity or otherwise, may seek injunctive or equitable relief without the necessity of posting bond or proving that it has no adequate remedy at law.
12. **FORCE MAJEURE.** Any delays caused in execution of the Work due to Force Majeure shall extend GTI's period of performance by an equivalent time of the delay. If the event of Force Majeure continues beyond a reasonable period of time (which shall not be greater than six [6] months) such that it frustrates the intent of the parties to this Agreement, and causes economic loss to Sponsor, then Sponsor shall give notice to GTI that full performance of this Agreement must resume within thirty (30) days or the Agreement will be terminated. For the purposes of this Agreement, Force Majeure shall mean occurrences beyond the reasonable control of GTI, including Acts of God; laws, regulations or other

orders of public authorities; military action, state of war or other national emergency; riot or strikes; fire; and/or flood; all of which, by the exercise of reasonable diligence, GTI is unable to prevent or provide against. An Act of God shall mean a natural phenomena that is exceptional, inevitable and irresistible, the effects of which could not be prevented or avoided by the exercise of due care or foresight, such as earthquake, flood, tornado or hurricane. GTI shall give Sponsor written notice of said Force Majeure event or occurrence within ten (10) days of such event or occurrence.

13. **DISCLAIMER OF WARRANTY.**
- 13.1 Since the Work to be performed under this Agreement is experimental in nature, none of the services, technical information, results, or usefulness thereof are warranted. GTI does not warrant that any technology provided or developed under this Agreement does not infringe any intellectual property rights of any third parties.
- 13.2 GTI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO REPRESENTATION OR WARRANTY OF ANY NATURE HAS BEEN MADE BY GTI, AND NONE SHALL BE IMPLIED, AS TO (1) THE VALIDITY OR SCOPE OF ANY INVENTION; (2) THE USEFULNESS, UTILITY OR FITNESS FOR ANY PARTICULAR OR INTENDED PURPOSE, WHETHER OF SPONSOR OR ANY CUSTOMER OF SPONSOR, OF ANY INVENTION; (3) THE ABILITY OF SPONSOR TO OBTAIN A PATENT FOR ANY INVENTION; (4) THE ADEQUACY OF ANY PATENT ISSUED IN RELATION TO

ANY INVENTION; OR (5) THE COMMERCIAL SUCCESS OF ANY PRODUCT CONTEMPLATED BY THIS AGREEMENT OR THE FINANCIAL GAIN OF SPONSOR RESULTING FROM ACTIVITIES PERFORMED UNDER THIS AGREEMENT.

14. GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflict of law principles. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of any State or, if applicable, Federal court sitting in Cook County, Illinois over any suit, action or proceeding arising out of or relating to this Agreement. The parties irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The parties agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon them and may be enforced in any other court to whose jurisdiction a party is subject.
15. INDEPENDENT CONTRACTOR.
- 15.1 GTI shall at all times be an independent contractor of Sponsor. GTI shall exercise its own professional judgment and skill. Nothing herein is intended nor shall it create a joint venture or partnership between the Parties. Sponsor has no authority, and shall not hold itself out as having authority, to bind GTI.
- 15.2 Sponsor understands that GTI is an independent scientific research institute performing projects for governmental and private clients. In order to maintain its professional and scientific integrity as an independent research contractor, it is essential that the conclusions and results of its research performed under this Agreement be arrived at solely by

GTI. Sponsor shall neither direct nor control the specific conclusions and results arising from GTI's professional or scientific services and/or Deliverables provided hereunder.

16. NOTICES.
- 16.1 All notices, requests, demands and other communications under this Agreement shall be in writing and shall be delivered to the Parties to the address set forth in Exhibit C, or to such other address as either Party may designate from time to time in the manner set forth in this Section, via (a) personal delivery, registered or certified mail, return receipt requested and postage prepaid or by nationally recognized overnight courier service that maintains records of delivery or (b) electronic mail.
- 16.2 If sent by personal delivery, then such communication shall be deemed delivered upon actual receipt; if sent by registered or certified mail, return receipt requested and postage prepaid, then such communication shall be deemed delivered three (3) business days after being sent; and if sent by nationally recognized overnight courier service that maintains records of delivery, then such communication shall be deemed delivered one (1) business day after being sent.
- 16.3 If sent by electronic mail, upon confirmation of receipt by recipient or automatic email tracking (such as "read receipt").
17. NO ASSIGNMENT. This Agreement, including the rights and duties contained herein, may not be assigned, in whole or in part, by either party without the prior written consent of the other party.
18. BANKRUPTCY. If either party shall be adjudged bankrupt, or become insolvent or file for voluntary bankruptcy or be subjected to involuntary bankruptcy

proceedings, or enter receivership proceedings, or make an assignment for the benefit of creditors, then the other party, without prejudice to any of the other rights or remedies expressly provided by law, may terminate this Agreement, or any part hereof, by written notice to the bankrupt party and shall have the right to retain possession of all materials, equipment and the like, the cost of which has not been reimbursed by the bankrupt party to the other party. In such cases of termination, the terminating party shall be relieved of all further obligations hereunder.

19. EXPORT CONTROLS. Each party agrees to comply with all U.S. export control laws and regulations, including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401- 2420, including the Export Administration Regulations, 15 C.F.R. 730-774; and the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the parties also agree that they will not transfer any U.S. export controlled item, data, information, confidential information, or services, to include transfer to foreign persons employed by or associated with, or under Agreement to either party or either party's lower-tier subcontractors, without the authority of an export license, agreement, or applicable exemption or exception

20. WAIVERS AND CONSENTS. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by the written consent of an authorized representative of the party entitled to the benefits of such terms or provisions intended to be waived. Each such waiver or consent shall be effective only

in the specific instance and for the specific purpose for which it was given, and shall not constitute a continuing waiver or consent. No failure or delay by a party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of any right, power or privilege under this Agreement.

21. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent jurisdiction invalid, illegal or unenforceable, 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. Any such invalid, illegal or unenforceable term or provision shall be deemed, without further action, to be modified and/or amended, but only to the extent necessary to render this Agreement valid, legal and enforceable.

22. HEADINGS AND CAPTIONS. The headings and captions of the various Sections and subparagraphs of this Agreement are for convenience or reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

23. ORDER OF PRECEDENCE. In the event of an inconsistency between the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- I. Sections 1-25 of this Exhibit A
- II. Exhibit B: Proposal
- III. Exhibit C: Contact Information

24. ENTIRE AGREEMENT AND

AMENDMENT. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether oral or written, express or implied, relating to the subject matter of this Agreement. The entire agreement between GTI and Sponsor is limited to the terms and conditions expressly contained in this Agreement, and may only be altered or amended by further written agreement signed by GTI that expressly references this Agreement. Any additional or different terms proposed by Sponsor or contained in any request for proposal, purchase order or other document from Sponsor are hereby deemed to be material alterations, and GTI's notice of

objection to any such terms is hereby given. Any such request for proposal, purchase order or other document, and all terms and conditions therein are void and have no effect, or alternatively shall be superseded by this Agreement.

25. FACSIMILE OR ELECTRONIC VERSIONS. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.