



## **INDEPENDENT CONTRACTOR TERMS AND CONDITIONS**

### **1. Request for Services; Services**

- a. MESA Products, Inc. (“Company”) may from time to time issue, either orally or in writing, a Request for Services from Contractor. Contractor shall timely accept or decline such request. If a Request for Services is timely accepted by Contractor, Contractor shall provide to Company such services (the “Services”) in accordance with the terms and conditions outlined herein. If a Request for Services is not timely accepted by Contractor, Company shall have the right to contract with one or more other contractors to perform the Services.
- b. The manner and means by which Contractor performs the Services are in Contractor’s sole discretion and control, and Company shall not control the manner or means by which Contractor performs the Services.
- c. Unless otherwise agreed upon, Contractor shall furnish at its own expense the personnel, labor, equipment, supplies, and other materials needed to perform the Services.
- d. Contractor is responsible for adequately investigating and acquainting itself with the conditions of the work site and the extent of the Services requested. Contractor’s failure to do so will not relieve it from its responsibility of properly estimating the difficulty, cost, or timeframe of the requested Services.
- e. Contractor is aware that any work site on which Services are being performed may also be in use by other contractors with which Company is working. Contractor agrees to cooperate as fully as possible with such other contractors.
- f. Contractor shall comply with all applicable Company policies related to business conduct, and health and safety.
- g. Contractor shall comply with all applicable policies of Company’s clients (“Client”) when performing Services on Client property or related to Services provided to Client.

### **2. Compensation**

- a. Company shall pay Contractor the fees agreed upon in the Request for Services. Fees may be based on either unit price rates or lump sum quotations. The amount and type of compensation will be determined pursuant to each Request for Services. Company shall pay Contractor at the completion of the Services unless otherwise specified in the Request for Services.

- b. Contractor is solely responsible for any travel or other costs or expenses incurred in connection with the performance of the Services, and in no event shall Company reimburse Contractor for any such costs or expenses.
- c. Company will pay Contractor within thirty (30) days of receiving an invoice for Services. If Company disputes any portion of Contractor's invoice, Company shall pay the undisputed portion within thirty (30) days and notify Contractor of its reasons for the dispute. Company will pay any remaining amounts to Contractor after resolution of the dispute.

### **3. Relationship between the Parties**

- a. This Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Contractor and Company. Contractor has no authority (and shall not hold itself out as having authority) to bind Company. Contractor shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.
- b. Unless otherwise agreed to by Company, Contractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit-sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Contractor's behalf. Contractor shall be responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest. Any persons employed by Contractor in connection with the performance of the Services shall be Contractor's employees and Contractor shall be fully responsible for them.

### **4. Intellectual Property**

- a. Company is the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed for Company, including but not limited to the deliverables set out in the Request for Services (the "Deliverables"), including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights ("Intellectual Property Rights") therein. Contractor agrees that the Deliverables are hereby deemed a "work made for hire," as defined in 17 U.S.C. § 101, for Company. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Contractor hereby irrevocably assigns to Company, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

- b. Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as “moral rights” (collectively, “Moral Rights”). Contractor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Contractor may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables.
- c. Contractor shall make full and prompt disclosure to Company of any inventions or processes, as such terms are defined in 35 U.S.C. § 100 (the “Patent Act”), made or conceived by Contractor alone or with others during the Term, whether or not such inventions or processes are patentable or protected as trade secrets and whether or not such inventions or processes are made or conceived during normal working hours or on the premises of Company. Contractor shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of Company.
- d. Upon the request of Company, Contractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Company to prosecute, register, perfect, record, or enforce its rights in any Deliverables. In the event Company is unable, after reasonable effort, to obtain Contractor’s signature on any such documents, Contractor hereby irrevocably designates and appoints Company as Contractor’s agent and attorney-in-fact, to act for and on Contractor’s behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if Contractor had executed them. Contractor agrees that this power of attorney is coupled with an interest and is irrevocable.
- e. Notwithstanding Section 4(a), to the extent that any of Contractor’s pre-existing materials are contained in the Deliverables, Contractor retains ownership of such pre-existing materials and hereby grants to Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof. Company may assign, transfer and sublicense such rights to others without Contractor’s approval.
- f. Except for pre-existing materials, Contractor has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. Contractor has no right or license to use Company’s trademarks, service marks, trade names, trade names, logos, symbols or brand names.

## **5. Confidential Information**

- a. Contractor acknowledges that Contractor will have access to information that is treated as confidential and proprietary by Company, including, but not limited to, any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of Company, its affiliates or their respective suppliers or customers, in each case whether spoken, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Any Confidential Information that Contractor develops in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this section. Contractor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Contractor shall notify Company immediately in the event Contractor becomes aware of any loss or disclosure of any Confidential Information.
- b. Confidential Information shall not include information that (i) is or becomes generally available to the public other than through Contractor's noncompliance with these terms and conditions; (ii) is communicated to Contractor by a third party that had no confidentiality obligations with respect to such information; or (iii) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order, provided that Contractor shall have given Company prior notice of such disclosure and an opportunity to contest such disclosure at Company's expense.

## **6. Prohibited Activities**

- a. The use of alcohol and illegal drugs is prohibited for any of Contractor's employees or agents involved in the completion of Services during the rendering of those Services, specifically on the premises of the Services. Prescription or non-prescription drugs used by any of Contractor's employees or agents that affect the performance of that employee or agent's job duties must be approved in advance by the employee's supervisor.
- b. Unless it has received prior approval from Company, Contractor agrees to maintain an anti-drug and alcohol program meeting U. S. Department of Transportation requirements for its employees and agents, including drug testing and education, and will, when requested, provide details of that program to Company. Contractor agrees to remove from any Company work site any employee or agent who has misused alcohol or drugs while participating in the performance of Services.

- c. When the Services are being performed on the property of Company, tobacco use is strictly regulated to areas and occasions specifically authorized by Company. Tobacco use is presumed to be prohibited on Company property unless Contractor is informed otherwise by Company.
- d. The use or possession of any firearm on Company property is strictly prohibited.
- e. Contractor agrees to cooperate with any investigation by law enforcement or Company including, but not limited to, investigations regarding the safety of the work site, the qualification of personnel, and the use of intoxicants.
- f. Company reserves the right to exclude any of Contractor's employees or agents from the work site or from participation in Services.

## **7. Inspection and Acceptance**

- a. A thorough inspection of each job site relevant to any performance of Services and all materials used during such performance may be made by inspectors designated by Company to determine whether the Services are being performed in accordance with this Agreement. Contractor shall cooperate with all inspections initiated by Company.
- b. Contractor will notify Company when Services are completed. Company may choose to conduct inspections or tests to satisfy itself with Contractor's performance. If Company concludes that the work is incomplete or unsatisfactory, Contractor shall complete or correct the work at its sole expense until the Services conform to this Agreement and the scope of the Request for Services.
- c. At any time upon Company's request, whether or not the Services have been completed, Contractor must provide all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Contractor's use by Company.

## **8. Warranty**

- a. Contractor warrants that all Services will be free from defects in design, materials, and workmanship for a period of twelve (12) months following Company's acceptance of completed Services. In the event of a defect or nonconformance, Company shall notify Contractor and, if Contractor does not immediately instigate corrective action, Company shall perform the redesign or repair and invoice Contractor. Contractor further warrants that any technical design completed pursuant to this Agreement will be free of design defects and will operate in the manner intended for the period of time intended. Contractor agrees that any defect in a design for which it was solely responsible is its sole responsibility.

## 9. Additional Representations, Warranties, and Covenants

- a. Contractor has the right to perform Services for Company and fully fulfill the obligations described herein;
- b. If Contractor is not a natural person, the signatory to an Independent Contractor Agreement with Company has been duly authorized by the governing body of Contractor;
- c. Contractor's performance of Services pursuant to these terms and conditions does not and will not conflict with any other agreement to which Contractor is subject;
- d. Contractor has the required skills, experience, and qualification to perform any Services it undertakes at Company's request and will perform Services in a workmanlike manner in accordance with recognized industry standards;
- e. Contractor will perform all Services in compliance with applicable federal, state, and local laws and all applicable regulations;
- f. Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
- g. All deliverables are and shall be Contractor's original work (except materials in the public domain or provided by Company) and do not and will not violate any intellectual property right of any person or entity.
- h. Contractor understands Company's commitment to safety, quality, and customer service, and agrees to provide Services in such a way as to complement Company's goals. Contractor understands that its representation of itself and its employees and agents during completion of the Services shall conform to Company's principles.
- i. In the event a hazardous chemical is necessary for completion of Services, Contractor shall inform Company of the use of such chemical and agrees to keep detailed and accurate records of the use and disposal of such. Contractor shall use its best efforts to ensure that Services are performed in a manner so as to minimize any adverse impact on natural resources and the environment.
- j. Contractor is responsible for maintaining safe work premises and ensuring the adequate protection of people and property during the performance of Services. Contractor agrees to maintain adequate first-aid resources for all employees and agents. When Services are rendered on Company property, all of Company's safety rules and procedures shall be strictly observed in accordance with Company's policies. Any effort by Company to implement safe working procedures and regulations shall not relieve Contractor of its duties under this Agreement.
- k. In the event Company has a reasonable concern about the safety of the premises on which Services are being performed, Company is entitled to investigate such concern in a reasonable manner, including but not limited to, reviewing Contractor's documentation, inspecting Contractor's work site, questioning Contractor's employees and agents, and searching the

premises. Company reserves the right to conduct investigatory tests and procedures if necessary, including urinalysis and breathalyzer tests.

- l. Contractor agrees to report to Company all accidents, injuries (including death), and property damage to Company within twenty-four (24) hours after the occurrence of such accident, injury, or damage.
- m. Contractor shall maintain, and shall cause any of Contractor's subcontractors to maintain, a true and correct set of records pertaining to Services performed for Company, and retain all such records for a period of not less than two (2) years after completion of the Services. Company may, at its expense, at any time within said time period (i) require Contractor, or any of Contractor's subcontractors, to furnish sufficient evidence to enable Company to verify the correctness and accuracy of payments of Fees hereunder, and/or (ii) upon reasonable notice to Contractor and/or Contractor's subcontractors and during business hours, examine accounts, invoices, tickets, and other records for this purpose on the premises of Contractor, Contractor's subcontractors, or their respective affiliates or consultants.
- n. Contractor agrees to obtain from Company the details of each work site where Services are to be performed, including any security information, applicable work site safety procedures, or other applicable rules. Contractor agrees that each employee or agent performing Services will be made aware of such applicable rules and procedures.
- o. Contractor, when performing Services, shall establish and maintain appropriate business standards that do not conflict with Company's principles or purpose. Contractor shall ensure that it has appropriate procedures and controls to avoid any real or perceived impropriety or adverse impact on Company or its customers or suppliers. Contractor agrees to not accept or provide incentives to any Company employee or representative other than in the form of customary business interactions undertaken in the ordinary course of business.

## **10. Indemnification**

- a. Contractor shall defend, indemnify and hold harmless Company and its affiliates and their respective officers, directors, managers, shareholders, members, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:
  - i. bodily injury, death of any person or damage to real or tangible, personal property resulting from Contractor's acts or omissions; and
  - ii. Contractor's breach of any representation, warranty or covenant contained in these Terms and Conditions.

- b. Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Contractor.

## **11. Assignment**

- a. Contractor shall not assign any rights contained herein, or delegate or subcontract any obligations, without Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Company may freely assign its rights and obligations at any time. Subject to the limits on assignment stated above, these Terms and Conditions will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

## **12. General**

- a. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be made in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).
- b. These terms and conditions, together with any other documents incorporated, constitutes the sole and entire agreement of 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, with respect to such subject matter.
- c. These terms and conditions may be modified by Company at any time upon written notice to Contractor.
- d. Any performance or Services shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule.
- e. Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision contained herein, or based on any right arising out of these terms and conditions, shall be brought by or against a party only in the District Court in and for the County of Tulsa, State of Oklahoma, or, if jurisdiction can be acquired, in the United States District Court for the Northern District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- f. If any term or provision herein is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction.