

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("MSA") GOVERNS CUSTOMER'S USE OF SERVICES PROVIDED BY COOPER-ATKINS CORPORATION ("COOPER-ATKINS"). BY ACCEPTING THIS AGREEMENT, BY CLICKING OR CHECKING A BOX INDICATING CUSTOMER ACCEPTANCE; OR BY ACCEPTING A QUOTE, PROJECT PROPOSAL, OR INVOICE FROM COOPER-ATKINS THAT REFERENCES THIS AGREEMENT; CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This MSA was last updated on June 26, 2018 and is effective between Customer and Cooper-Atkins Corporation as of the date of Customer accepts this MSA as noted above.

(1) Services Provided by Cooper-Atkins.

(A) Applicable Documents. The responsibilities and obligations of the parties may be set forth in this MSA, including all Exhibits, SOWs, and/or End User License Agreements. The Terms defined in any of those documents have the same meaning in each document.

(B) Services and Products. Cooper-Atkins will perform Services pursuant to this Master Services Agreement, including the End User License Agreement attached hereto as Exhibit A, the TempTrak package selected by Customer attached hereto as Exhibit B, and individual statements of work ("SOW") mutually agreed to and executed by Cooper-Atkins and the Customer from time to time during the Term (all of which are incorporated in and subject to the terms and conditions in this MSA). Furthermore, Cooper-Atkins may provide Customer TempTrak hardware, further described in the applicable SOW and Exhibit B (the "TempTrak Products"). Cooper-Atkins agrees to provide the Customer with access to and use of the TempTrak system software described in the SOW (the "Software"), with the related maintenance and support services specified in the SOW(s), and with access to a website (the "Site"). If applicable, terms specific to Hosted Services are described in the (Exhibit C) (such Software access and the computing, technical and support services are collectively referred to as the "Services").

(C) License. Cooper-Atkins grants to the Customer a limited, non-exclusive, non-transferable right and license to access and use the Software (including Documentation) and Services described in the SOWs during the Term, solely for internal business operations and not for sublicensing, sharing with, or resale to any other party. This license is subject to the terms of the End User License Agreement (Exhibit A) which is included as part of this MSA. "Documentation" includes all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use.

(D) Use Restrictions and Intellectual Property Rights. All Software and Documentation, all derivative works, all art, design and information contained on Cooper-Atkins websites, and all related Intellectual Property ("IP") are the sole and exclusive property of the Cooper-Atkins. The Customer has no rights in the IP except those limited license rights expressly granted in this MSA. The Customer and its employees and agents shall use the Services in compliance with all applicable licenses, contracts, laws, ordinances, orders, rules and regulations, and shall not attempt to access or use the Services or Host Network in any unauthorized or improper manner. The Customer and its employees and agents shall not attempt to circumvent any Cooper-Atkins technical security or licensing restriction on the Software, Services or any network used by Cooper-Atkins to host Software and data ("Host Network"). Customer and its employees shall not access, retrieve or index any Cooper-Atkins website except as specifically authorized in this MSA. Customer shall not manufacture, duplicate, alter, adapt, modify, translate, reverse engineer, decompile or disassemble the Software or any related information.

(E) Third Party Software. To the extent that the Customer requires other third-party software to be installed or used on its computer network in order to fully access and/or use the Services, the Customer shall be responsible for licensing, installing and paying all fees for such third-party software prior to the Service Commencement Date specified in the SOWs. The Customer will assume sole responsibility for any work associated with integrating Cooper-Atkins provided software, including but not limited to the Software, with other third party software. Cooper-Atkins will not provide source code to allow third party software to integrate with the Software.

(F) Cooperation. Cooper-Atkins and its personnel shall cooperate with reasonable requests for information as necessary to carry out Customer's compliance activities and legal obligations, and to enable Customer to fully participate in all surveys, audits, and reviews conducted by any state or federal agency, contractor, or payment program, any accreditation agency such as The Joint Commission or Det Norske Veritas, or any governmental or commercial managed care company or insurer.

(G) Healthcare Compliance. Cooper-Atkins represents and warrants to Customer that: (i) no ownership or investment interests in Cooper-Atkins are held by a physician or an immediate family member of a physician as such terms are defined under 42 C.F.R. § 411.351; and (ii) Cooper-Atkins is not currently excluded, debarred, or otherwise ineligible to participate in one or more of the Federal health care programs as defined in 42 U.S.C § 1320a-7b(f) or excluded from participation in any federal or state procurement or non-procurement programs. This shall be an ongoing representation and warranty during the Term of this Agreement and Cooper-Atkins shall notify Customer immediately of such event.

(H) Access to Books and Records. If this Agreement is for the provision of Services with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, then until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, Cooper-Atkins shall make available, upon written request by the Secretary of the United States Department of Health and Human Services or from the United States Comptroller General, or any of their duly authorized representatives, this Agreement and such books, documents and records of Customer that are necessary to certify the nature and the extent of the reasonable cost of services to Customer. If Cooper-Atkins enters into an agreement with any related organization to provide services pursuant to this Agreement with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, such agreement shall contain a clause identical in content to the first sentence of this paragraph. This paragraph shall be of force and effect only to the extent required by 42 U.S.C. § 1395x(v)(1)(I).

(I) Equal Opportunity. In the event this Agreement is subject to the provisions of (i) Executive Order 11246, (41 C.F.R. § 60-1.4); (ii) Section 503 of the Rehabilitation Act of 1973, (41 C.F.R. § 60-741.5(a)); and (iii) Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 C.F.R. § 60-300.5(a)), Cooper-

Atkins will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or physical or mental handicap and will take affirmative action to ensure equal opportunity in all aspects of employment including, but not limited to, recruitment, promotion, demotion, transfer, layoff, termination, compensation, and selection for training, including apprenticeship; and will send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice stating the terms of the commitment hereunder with respect to equal opportunity. Cooper-Atkins and Customer shall abide by the requirements of 41 C.F.R. § 60-741.5(a) and 41 C.F.R. § 60-300.5(a), if applicable. These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and requires affirmative action by covered prime organizations to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

(2) Fees and Payment.

(A) Payment. In consideration of the Services provided, the Customer shall pay Cooper-Atkins the fees and expenses (“Fees”) set forth in each SOW within thirty (30) days of the date of Cooper-Atkins’ invoice for the Services. The Fees for additional deliverables requested by the Customer shall be due and payable within thirty (30) days of the date of Cooper-Atkins’ invoice for such deliverables. Cooper-Atkins agrees that the Fees described in each SOW represent the entire compensation to which the Cooper-Atkins is entitled for the Services. If additional Services not described in an SOW are requested by the Customer and additional on-site time is required in order for Cooper-Atkins to perform those Services, the parties shall enter into a new SOW outlining such Services and Fees before the additional Services are performed. The Fees described in the SOWs do not include any applicable sales tax, VAT, excise or similar taxes, all of which will be paid by Customer upon Cooper-Atkins’ invoice. All undisputed overdue Fees will be subject to a finance charge at the lesser of one percent (1.0%) per month or the maximum rate allowed by law beginning fifteen (15) days after a Fee is due, plus all expenses, including attorney’s fees and expenses, incurred by Cooper-Atkins in collecting any overdue amounts. The Customer’s obligation to pay any Fees and/or interest shall survive the expiration or earlier termination of the Agreement and/or any applicable SOW. Fees for the Services are exclusive of all taxes now in force or enacted in the future, and the Customer shall pay all such applicable taxes. The Customer shall be responsible for obtaining and providing to Cooper-Atkins any certificate of exemption or similar document required exempting the Customer from any tax liability. The Customer’s contact information for all invoicing pursuant to the Agreement is set forth in the SOW

(3) Warranty.

(A) Services Warranty. Cooper-Atkins warrants that any Services to be provided will conform to the specifications set forth in this Agreement, the SOWs and the Documentation. Furthermore, Cooper-Atkins represents and warrants that (a) the Services will be performed in a professional and workmanlike manner (b) the Services and materials provided to the Customer under this Agreement will not infringe upon or violate the property rights of any third party, (c) to the extent that Cooper Atkins must access the Customer’s software database to perform the Services, no changes, upgrades or configuration of any kind shall be performed without Customer’s written permission.

(B) Cooper-Atkins does not warrant, and shall have no responsibility for, the data or other information generated by the Customer using the TempTrak Products, Software and Services, and makes no warranty regarding the absence of errors or consequential effects on the business operations of the Customer. Cooper-Atkins cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Except as expressly set forth herein, Cooper-Atkins shall not be responsible for any delays, errors, failures to perform, or disruptions in the Services caused by or resulting from any act, omission or condition beyond Cooper-Atkins’ reasonable control.

(C) WARRANTY DISCLAIMER. OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 3, COOPER-ATKINS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER’S SOLE REMEDY FOR BREACH OF SUCH EXPRESS LIMITED WARRANTIES SHALL BE, AT COOPER-ATKINS’ ELECTION, RE-PERFORMANCE OF THE SUBJECT SERVICES OR REFUND OF FEES PAID DURING THE PERIOD OF THE BREACH AS SUCH FEES ARE SET FORTH IN THE APPLICABLE SOW.

(D) Customer understands that the Products sold in connection with this Agreement may utilize wireless networks maintained by Customer and that actual signal availability may depend on a combination of the products and Customer’s wireless network and that factors outside of Cooper-Atkins’ control, such as buildings, usage, or maintenance activities of Customer’s wireless network may limit or interrupt the Services. As such, Cooper-Atkins will not be liable to Customer or any third parties for interruption or limitation of Services based on issues with Customer’s wireless network.

(4) Scheduled Maintenance

In connection with the Hosted Services, Cooper-Atkins will use commercially reasonable efforts to conduct maintenance which may require Services or Host Network “down time” outside of regular business hours. The Customer understands and agrees that Cooper-Atkins may, in its reasonable discretion, perform emergency maintenance at any time.

(5) Limitation of Liability.

(A) NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT CAUSED BY FACTORS BEYOND ITS REASONABLE CONTROL, INCLUDING, ANY FORCE MAJEURE EVENT.

(B) COOPER-ATKINS SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY THE CUSTOMER’S FAILURE TO TAKE REMEDIAL MEASURES (SUCH AS MANUAL TEMPERATURE MONITORING) FOLLOWING NOTICE THAT THE SOFTWARE OR SERVICES ARE NOT PERFORMING IN ACCORDANCE WITH THE DOCUMENTATION.

(C) NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, CUSTOMER ACKNOWLEDGES AND AGREES THAT COOPER-ATKINS SHALL NOT BE HELD LIABLE FOR ANY DAMAGES, INCLUDING THE LOSS OF PROSPECTIVE PROFITS, DATA, OR ANTICIPATED SALES, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR COMMITMENTS INCURRED IN CONNECTION WITH CUSTOMER’S BUSINESS, WHICH RESULT FROM OUTAGE OF SERVICES OR ANY OTHER FAILURE OF CONNECTIVITY TO THE HOST NETWORK. THE CUSTOMER ACKNOWLEDGES THAT ITS SOLE REMEDY FOR SERVICE OUTAGES SHALL BE SPECIFIC REMEDIES AS DESCRIBED IN THE SOW DURING THE OUTAGE PERIOD. EXCEPT AS SPECIFIED IN A SOW, COOPER-ATKINS SHALL NOT BE LIABLE FOR ANY OTHER TYPE OF DOWNTIME OR CONNECTIVITY FAILURE OR SERVICES INTERRUPTION.

(D) IN NO CASE SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WITH RESPECT TO ANY CLAIMS REGARDING THE SERVICES, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF. FURTHERMORE, IN NO EVENT SHALL COOPER-ATKINS BE LIABLE HEREUNDER TO CUSTOMER FOR CUMULATIVE DIRECT DAMAGES FROM ANY CAUSE WHATSOEVER, REGARDLESS OF FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, IN ANY AMOUNT GREATER THAN (I) THE FEES PAID BY CUSTOMER FOR THE SPECIFIC SERVICES GIVING RISE TO THE DAMAGES CLAIMED DURING THE SIX MONTH PERIOD PRECEDING THE OCCURRENCE OF DAMAGES OR (II) AS IT RELATES TO PRODUCTS, EXCEED THE PRICE PAID BY CUSTOMER FOR THE SPECIFIC TEMPTRAK PRODUCT PROVIDED BY COOPER-ATKINS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS COOPER-ATKINS FOR ANY DAMAGES INCURRED BY COOPER-ATKINS IN EXCESS THEREOF.

(E) The products sold in connection with this Agreement are not for use as the sole method of measuring or tracking temperature in products and articles that are perishable or could affect the health or safety of persons, plants, animals, or other living organisms, including but not limited to foods, beverages, pharmaceuticals, medications, blood and blood products, organs, flammable, and combustible products. Customer shall assure that redundant (or other primary) methods of testing and determining the handling methods, quality, and fitness of the articles and products should be implemented. Temperature tracking with this product, where the health or safety of the aforementioned persons or things could be adversely affected, is only recommended when supplemental or redundant information sources are used. Customer shall be responsible for proper use and storage of this product.

(F) Neither party shall bring any action, whether in contract or tort, including negligence, arising out of or in connection with the Services, more than two years after the cause of action has accrued.

(6) Confidentiality, Personal Information and Security

(A) Privacy. The Cooper-Atkins privacy policy is available upon request and governs the collection, use, and disclosure of Customer information and data. The data may be stored and processed on servers both inside and outside the US.

(B) Confidential Information. Confidential Information means all confidential or proprietary information of a party which is designated "Confidential" or "Proprietary"; either orally or in writing or which by the nature of the information and the circumstances of the disclosure, the receiving party should reasonably infer to be confidential. Confidential Information does not include information which: (a) is or becomes generally known through no fault of the receiving party; (b) is known to the receiving party at the time of disclosure, as evidenced by its records; (c) is furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (d) is disclosed in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided the receiving party gives sufficient notice to the disclosing party of such order (to the extent legally permitted to do so) so as to enable the disclosing party to take protective measures. Without limiting the foregoing, (a) all Customer data (including all Personal Information as defined below) is and will remain the Confidential Information of the Customer, and (b) the Software and related Documentation are and will remain the Confidential Information of the Cooper-Atkins.

(C) Protection of Confidential Information Each party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither party will disclose the other party's Confidential Information to any third party nor use the other party's Confidential Information for any purpose other than performance hereunder or delivery or use of the Services. Each party may only disclose Confidential Information to its employees and representatives who have a need to know to accomplish the purposes of the Agreement. Nothing in the Agreement shall be deemed to create any rights or licenses in or to a disclosing party's Confidential Information, whether express or implied. The obligations imposed on a receiving party under this Section 6 shall survive until such time as the Confidential Information of the other party becomes publicly available and/or made generally known through no action of the receiving party. All Confidential Information will be returned immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or termination or expiration of the Agreement. Each party agrees that the violation of these confidentiality provisions will cause irreparable injury to the disclosing party and the party shall be entitled to injunctive relief. The provisions of this Section 6 supersede and replace any previous confidentiality or nondisclosure agreement executed by or on behalf of the parties.

(D) Security. Throughout the Term, Cooper-Atkins shall provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of the Customer's Confidential Information that ensure a level of security appropriate to the risks presented by the processing of such information and the nature of such information, consistent with industry practice and standards. Cooper-Atkins shall use diligent efforts to remedy any breach of security or unauthorized access in a timely manner, and shall notify the Customer of any such breach or access that could reasonably be expected to affect the Customer's Confidential Information. **The Cooper-Atkins system does not capture, host or maintain Personally Identifiable Information ("PII"). Cooper-Atkins does not represent that its systems comply with any statutes or regulations governing PII.**

(E) HIPAA. If Cooper-Atkins has access to, creates, maintains or transmits protected health information ("PHI"), (through remote connection, physical access, or received from Customer or otherwise) in order to perform Services on Customer's behalf, Cooper-Atkins and Customer shall execute a Business Associate Addendum ("BAA") in a form that is mutually agreed to by the parties, and the terms of the BAA shall govern the parties' respective rights and obligations with respect to such PHI.

(7) Term/Termination/Default.

(A) Term; Termination. The term of this MSA shall commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, will continue for a period of one (1) year (the "Initial Term"). The MSA shall automatically renew for successive one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term") unless a written notice of termination is provided by either party at least sixty (60) days prior to the expiration of the then current Term.

(B) Default. The MSA and/or any SOW may be terminated by upon written notice from the non-defaulting party to the other party following an event of default. Any of the following events or conditions shall constitute an event of default of the Customer under the Agreement and all SOWs: (a) the Customer fails to pay any Fee or other payment due under the Agreement or any SOW in full, within fifteen (15) days following the Customer's receipt of written notice from Seller that the same is overdue (or within ten (10) days after the payment is due in the case of a payment default which occurs within six (6) months after any other payment default), or (b) the Customer is in default of or fails to fulfill the terms of any other agreement between the Customer and Cooper-Atkins; or (c)

the Customer sells its business, by sale of stock, sale of all or substantially all of its assets, merger, consolidation or otherwise, unless the Customer provides reasonable advance written notice to Cooper-Atkins and Cooper-Atkins consents, in writing, to continue with the terms of the MSA and all Applicable Documents, which consent shall not be unreasonably withheld or delayed. Any of the following events or conditions shall constitute an event of default: **(a)** either party becomes insolvent, is liquidated or dissolved, stops doing business or assigns its rights or property for the benefit of creditors, and such actions or proceedings are not dismissed within sixty (60) days after commencement of such actions or proceedings; or **(b)** a petition is filed by or against a party under any section or chapter of the United States Code, and such actions or proceedings are not dismissed within sixty (60) days after commencement of such actions or proceedings; or **(c)** either party violates any other material term of the MSA and fails to correct such violation within thirty (30) days after written notice.

(C) Survival. Except as otherwise specified herein, Sections 3, 5, 6, 7 and 8 survive any termination of the Agreement or any SOW.

(D) Effect of Termination for Breach. Upon the occurrence of a termination or expiration of the MSA and/or any continuing SOW, Cooper-Atkins shall have the right to immediately terminate the Services at the Customer's cost and expense. The termination of a particular SOW shall not operate as a termination of the Agreement or any other SOW. Upon such termination, the Customer agrees to immediately pay to Cooper-Atkins all Fees (including any early termination or cancellation fees or charges provided for in the Agreement) and other amounts due and owing for Services provided through and including the effective date of termination.

(E) Removal of Customer's Data. Upon the expiration or termination of the MSA, **(a)** within ten (10) business days the Customer shall arrange storage for its data and reach a technical solution approved by Cooper-Atkins to accept transfer of the Customer's digitally stored electronic data, provided that Cooper-Atkins may extend this deadline in order to facilitate the technical solutions solely at its option, **(b)** any of the Customer's data which is not removed within thirty (30) calendar days after the termination will be subject to deletion at Cooper-Atkins' sole discretion, **(c)** all transfer or deletion of the Customer data shall be at the Customer's expense; and **(d)** notwithstanding anything to the contrary, the Customer shall only be entitled to transfer or recover data generated through the last month for which the Fees are fully paid.

(F) Termination Charge. If the Customer terminates the Agreement or any SOW for any reason other than an uncured material breach by Cooper-Atkins, or the Customer materially breaches the Agreement or any SOW and fails to cure such breach on a timely basis and Cooper-Atkins terminates the Agreement or such SOW as a result of such uncured material breach, the Customer shall pay to Cooper-Atkins within thirty (30) days an early termination charge equal to the sum of: (i) any unpaid non-recurring charges specified in all applicable SOWs, plus (ii) seventy-five percent (75%) of any periodic or recurring charges specified in the applicable SOWs that would have been due and payable over the remaining term of the applicable SOWs, plus (iii) any additional amounts payable as a result of late payment or non-payment in accordance with the Agreement, plus (iv) all costs of Cooper-Atkins, including reasonable attorneys' fees, to collect all amounts due hereunder, and all of Cooper-Atkins' out-of-pocket costs arising from breach or default by the Customer.

(8) GENERAL TERMS.

(A) Choice of Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

(B) Export Compliance. By viewing the Site, or downloading or using Software or data, Customer agrees that it is solely responsible for complying with all US export control regulations and applicable international trade regulations. Customer will not download or use data, information, or Software without all required approvals in any proscribed destination or on behalf of any proscribed entity. Customer represents that it is not a proscribed end user.

(C) Entire Agreement; Modification. The MSA sets forth the entire understanding and agreement between the Customer and Cooper-Atkins with respect to the Services, and shall supersede any prior or contemporaneous understanding, discussions or agreements. In the event of a direct conflict between any provision in the MSA and a SOW, the terms of the later document shall govern. No provision of the MSA shall be deemed or construed to be modified, supplemented, amended or waived, in whole or in part, except by written agreement signed by the parties. The failure of either party, in any one or more instances, to enforce any of the terms of the MSA shall not be construed as a waiver of future enforcement of that or any other term.

(D) Assignability. The MSA and the Services shall not be assigned, sublicensed, transferred or conveyed by the Customer without first obtaining the prior written consent of Cooper-Atkins, which consent shall not be unreasonably withheld. The Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(E) Severability. If any provision of the MSA is for any reason held illegal or unenforceable, then such provision shall be deemed separable from the remaining provisions of the MSA and shall in no way affect or impair the validity or enforceability of the remaining provisions.

(F) Notice. Except as otherwise provided in the MSA, all notices shall be in writing and personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested, to the other party's designated contact at its address set forth in the SOW.

(G) Force Majeure. The phrase "**Force Majeure**" means and refers to any of the following events: acts of war, acts of God; rebellion or sabotage or damage resulting therefrom, compliance with any order of any governmental authority, labor disputes, weather or natural disasters, the conduct of third parties, explosion, accidents, casualty loss, labor disputes, electrical blackouts or brownouts, or the failure of any utility provider to deliver service to the Customer.

(H) Counterparts. The parties may execute the MSA in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(I) Independent Contractors. The relationship between the Customer and Cooper-Atkins is solely that of independent contractors and not that of an agency, partnership, or joint venture. Neither party has the authority to represent or bind the other in any manner.

(J) Intellectual Property. Neither party shall use any trademark, service mark, brand name or any other intellectual property of the other party except as provided in a separate mutually agreed upon development contract. Notwithstanding, the Customer may disclose that Cooper-Atkins is the underlying provider of its service.

(K) Customer Cooperation to Resolve Issues. The Customer shall promptly and fully cooperate with Cooper-Atkins to address and resolve all issues, problems, administrative procedures, end user complaints, regulatory investigations or inquiries arising from the Customer's use of the Services.

(L) Insurance. Cooper-Atkins agrees to purchase and maintain the following insurance, at its sole cost and expense:

Commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate and workers' compensation insurance. All required insurance will be provided by an insurance company rated AM Best A-7 or better. Before providing services pursuant to this Agreement, Cooper-Atkins shall provide Customer with certificates of insurance evidencing the insurance coverage required under this section. Cooper Atkins shall promptly notify Customer of any cancellation of any coverage required under this section. Customer acknowledges and agrees that Cooper-Atkins' requirements under this Section 8(L) may be met through self-insurance.

EXHIBIT A: End User License Agreement

IMPORTANT - READ CAREFULLY. This End-User License Agreement ("EULA") is a legal agreement between customer (either an individual or a single entity) ("LICENSEE") and Cooper-Atkins Corporation ("COOPER-ATKINS") for the Intelli-Ware software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT") The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to LICENSEE by COOPER-ATKINS. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to LICENSEE under the terms of that license agreement. By installing, copying, downloading, accessing, or otherwise using the SOFTWARE PRODUCT, LICENSEE agrees to be bound by the terms of this EULA. If LICENSEE does not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT; LICENSEE may, however, return it to LICENSEE's place of purchase for a full refund.

Software Product License

The SOFTWARE PRODUCT is protected by the copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. THIS EULA grants LICENSEE a nonexclusive license to use the SOFTWARE PRODUCT, with the following rights:

- Systems Software. LICENSEE may install and use one copy of the SOFTWARE PRODUCT on a single computer, including workstation, terminal, or other digital electronic device ("COMPUTER").
- Storage/Network Use. LICENSEE may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on any of LICENSEE's COMPUTERS using the same internal network server; however, LICENSEE must acquire and dedicate a license for each COMPUTER on or from which the SOFTWARE PRODUCT is installed, used, accessed, displayed or run that does not use the same internal network server. LICENSEE is permitted to transfer the SOFTWARE PRODUCT to a different network server solely in connection with an upgrade of its information technology systems.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS. Third Party Licenses. LICENSEE acknowledges that the SOFTWARE PRODUCT may utilize software and other materials provided by third parties. Such third parties may enforce the provisions of this EULA to the extent such third party software and other materials are used by LICENSEE. Any limitation of liabilities in this EULA also apply to such third party suppliers and the third party software and other materials provided by them. Such limitation of liabilities applies to the SOFTWARE PRODUCT as a whole and are not cumulative.

- Not for Resale Software. The SOFTWARE PRODUCT is "Not for Sale" or "NFR", and, notwithstanding other sections of this EULA, LICENSEE's use of the SOFTWARE PRODUCT is limited to LICENSEE's own use including demonstration, test, or evaluation purposes and LICENSEE may not publish, display, disclose, or, except as specifically provided in the Agreement, sell or transfer (for value or otherwise) or copy the SOFTWARE PRODUCT.
- Limitations on Reverse Engineering, Decompilation, and Disassembly. LICENSEE may not reverse, engineer, decompile, or disassemble the SOFTWARE PRODUCT, or attempt to create the source code from the object code for the SOFTWARE PRODUCT.
- Separations of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.
- Rental or Sublicense. LICENSEE may not rent, lease, lend, or sublicense the SOFTWARE PRODUCT.
- Trademarks. This EULA does not grant LICENSEE any rights in connection with any trademarks or service marks of COOPER-ATKINS.
- Support Services. If COOPER-ATKINS provides LICENSEE with support services related to the SOFTWARE PRODUCT ("Support Services"), any such Support Services shall be governed by the COOPER-ATKINS policies and programs described in the user manual, in "online" documentation and/or other COOPER-ATKINS provided materials, including any applicable Service Agreement between COOPER-ATKINS and the LICENSEE. Any supplemental software code provided to LICENSEE as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information LICENSEE provides to COOPER-ATKINS as part of Support Services, COOPER-ATKINS may use such information for its business purposes, including for product support and development. COOPER-ATKINS will not utilize such technical information in a form that personally identifies LICENSEE.
- Software Transfer. LICENSEE may take a one-time permanent transfer of this EULA and SOFTWARE PRODUCT only directed to an end user and solely in connection with the sale of all of the Licensee's business and assets, provided that the LICENSEE deletes all of its setup files, and the recipient agrees to the terms of this EULA. This transfer must include all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE PRODUCT.
- Term, Termination. This EULA is effective until terminated. Without prejudice to any other rights, COOPER-ATKINS may terminate this EULA if LICENSEE fails to comply with the terms and conditions of this EULA, or in the event of the dissolution or termination of existence of the LICENSEE, or if Licensee becomes subject to any bankruptcy or insolvency proceeding which is not dismissed within 90 days, or if the LICENSEE becomes insolvent or subject to direct control by a trustee, receiver or similar authority. In any such event,

LICENSEE must destroy all copies of the SOFTWARE PRODUCT and all of its component parts. All provisions of this EULA relating to disclaimers of warranties, limitation of liability, remedies, damages, confidentiality, nondisclosure, and proprietary rights shall survive the termination of this EULA.

3. UPGRADES. COOPER-ATKINS is under no obligation to provide upgrades to the SOFTWARE PRODUCT. If the SOFTWARE PRODUCT is labeled as an upgrade, LICENSEE must be properly licensed to use a product identified by COOPER-ATKINS as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for LICENSEE's eligibility for the upgrade. LICENSEE may use the resulting upgrade product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that LICENSEE licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4. CONFIDENTIALITY. LICENSEE acknowledges that the SOFTWARE PRODUCT contains proprietary trade secrets of COOPER-ATKINS and agrees to maintain the confidentiality of the SOFTWARE PRODUCT using at least as great a degree of care as LICENSEE uses to maintain the confidentiality of its own most confidential information.

5. OWNERSHIP AND COPYRIGHT. All title and rights in and to the SOFTWARE PRODUCT (including but not limited to any copyrights, trade secret rights, and rights to any images, photographs, animations, video, audio, music, and text, incorporated into the SOFTWARE PRODUCT) are owned by COOPER-ATKINS or its suppliers. COOPER-ATKINS holds title to each copy of the SOFTWARE PRODUCT. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants LICENSEE no rights to use such content. All rights relating to the SOFTWARE PRODUCT not expressly granted are reserved by COOPER-ATKINS.

6. DUAL MEDIA SOFTWARE. LICENSEE may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium LICENSEE receives, LICENSEE may use only one medium that is appropriate for LICENSEE's single computer. LICENSEE may not use or install any other medium on another computer. LICENSEE may not loan, rent, lease, lend, or otherwise transfer any other medium to another use, except as part of the permanent transfer (as provided in Section 2 above) of the SOFTWARE PRODUCT.

7. BACKUP COPY. After installation of one copy of the SOFTWARE PRODUCT pursuant to this EULA, LICENSEE may keep the original media on which the SOFTWARE PRODUCT was provided by COOPER-ATKINS solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the computer, LICENSEE may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes, so long as all copyright and other notices are reproduced and included on the back-up copy. Except as expressly provided in this EULA, LICENSEE may not otherwise make copies of the SOFTWARE PRODUCT or the printed material accompanying the SOFTWARE PRODUCT.

8. U.S. GOVERNMENT RESTRICTED RIGHTS RESTRICTED RIGHTS LEGEND. The SOFTWARE PRODUCT is commercial in nature, and constitutes "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. section 252.227-7014(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. If the LICENSEE is the U.S. Government, or this EULA intended for a U.S. Government end user, then, consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 27.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable, the SOFTWARE PRODUCT is licensed to U.S. Government end users with only such rights as are granted to all other end users, according to the terms and conditions contained in this EULA. The manufacturer is COOPER-ATKINS Corporation, 11353 Reed Hartman Highway, Suite 110, Cincinnati, Ohio 45241.

9. EXPORT RESTRICTIONS. This EULA is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Software Product or information about the Software Product which may be imposed from time to time by the government of the United States of America. You shall not export the Software Product or information about the Software Product without the consent of COOPER-ATKINS and compliance with such laws, regulations, orders or other restrictions.

10. LIMITED WARRANTY. COOPER-ATKINS warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication, or if the SOFTWARE PRODUCT is altered or modified in any way by the LICENSEE. Any replacement SOFTWARE PRODUCT provided under this Limited Warranty will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to LICENSEE.

- CUSTOMER REMEDIES. COOPER-ATKINS and its suppliers' entire liability and LICENSEE's exclusive remedy for breach of warranty, shall be, at COOPER-ATKINS' option, either (a) return of the price paid by LICENSEE for the System, if any, or (b) repair or replacement of the SOFTWARE PRODUCT, provided that it is returned to COOPER-ATKINS with a copy of LICENSEE's receipt. Outside the United States, these remedies are not available without proof of purchase from an authorized international source.

- NO OTHER WARRANTIES. THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COOPERATKINS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COOPER-ATKINS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS, OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE PRODUCT. THIS LIMITED WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

- LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COOPER-ATKINS OR ITS SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF COOPER-ATKINS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, COOPER-ATKINS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE PRICE PAID BY LICENSEE FOR THE SYSTEM. BECAUSE SOME STATE/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

- IF LICENSEE HAS ENTERED INTO A COOPER-ATKINS SUPPORT SERVICES AGREEMENT, COOPER-ATKINS' ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT.

11. GENERAL. This EULA shall be construed, interpreted and governed by the laws of the State of Connecticut, USA, without regard to its conflicts of law provisions. This EULA shall constitute the entire Agreement between the parties relating to the license of the Software Product. Any waiver or modification of this EULA shall only be effective if it is in writing and signed by both parties. If any part of this EULA is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this EULA shall remain in full force and effect and shall be interpreted so as to reasonably effect the intention of the parties. Should LICENSEE have any questions concerning this EULA, or if LICENSEE desire to contact COOPER-ATKINS for any reason, please write COOPER-ATKINS sale and service division at: COOPER-ATKINS CORPORATION 11353 Reed Hartman Highway, Suite 110 Cincinnati, Ohio 45241 888-533-6900 (F) 513-793-4895

Exhibit B

I-Care Package	Customer Initial & Date Indicates Acceptance
I-Care Silver Package	
I-Care Platinum Package	

Platinum I-Care Package

Customer has selected Services pursuant to the TempTrak I-Care Platinum Package which includes:

24/7 Help desk Emergency support (standard I-Care hours are 8AM-8PM EST, M-F. Emergency Support excludes training, equipment registration and admin. Issues)

Subject to the limitations set forth in Section 5 of this Agreement, Cooper Atkins warrants, to the Customer and to no others, that the TempTrak Products will be free from defects in material and workmanship under normal use and regular service and maintenance, and that the Software will execute the programming instructions provided by Cooper Atkins. This warranty only applies when such defect appears in the TempTrak Products and Software within thirty-six (36) months from the date such TempTrak Products and Software are placed in service and which are returned to and received by Cooper Atkins. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Cooper Atkins'), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Cooper Atkins. To the extent that Customer or its agents has supplied specifications, information, representation of operating conditions or other data to Cooper Atkins in the selection or design of the TempTrak Products and/or Software and the preparation of Cooper Atkins' quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Annual on-site visit (3 concurrent days) by a Cooper-Atkins Specialist.

- Sample of services includes:
 - Identify and troubleshoot any "Missed Communications"
 - Confirmation of proper identification of all hardware within the system
 - Additional software training

**Additional fees apply for multiple locations and additional required days.*

**Annual on-site visit must be performed in consecutive days.*

On-site calibration services for up to twenty-five (25) transmitters (Temperature Transmitters with SysCal Probes)

- Includes calibration certificates
- 15% discount on additional on-site calibration services quantities over twenty-five (25)
 - Includes calibration certificates and battery replacement for calibrated transmitters with low battery alerts
- * If TempTrak Product tests outside of specifications during the calibration visit, Cooper-Atkins' technician will test the transmitter. If it tests outside the specification, the transmitter will be replaced (at Customer's expense, unless within warranty pursuant to this MSA). If it is within spec, then the probe will be replaced (at customer's expense, unless within warranty pursuant to this MSA) and then calibration will be performed again. This policy only applies to temperature transmitters with external SysCal probes.
- * *Additional fees apply for multiple locations and calibration quantities over 25.*

Unlimited software upgrades and builds upon release

Unlimited web based training seminars

Unlimited E-Learning training

Annual remote access system review/checkup, includes Performance Review/ Risk Assessment

**Requires C-A access to server and database query.*

Terms

- All programs will be invoiced in full at time of purchase.
- If additional purchases beyond the initial purchase increase by more than 25% within the first twelve (12) months the contract will be elevated to the appropriate tier at the customer's anniversary date.
- Annual Support for the BACnet solution will be provided for an additional fee of \$500/yr if applicable.
- Annual Support for the Clustering solution will be provided for an additional fee of \$500/yr if applicable.

As Cooper-Atkins personnel will be required to perform the Services in one or more locations on the Customer's premises, Customer shall use reasonable best efforts to provide to Cooper-Atkins in a timely manner (a) information pertaining to the exact location of equipment to be serviced and the corresponding service to be performed at that location, (b) a list of any unique requirements as may be needed in order for Cooper-Atkins to perform services in specific areas of the Customer's premises, including but not limited to: Operating Rooms, NICU, PICU, etc, and (c) such access to the Customer's premises, equipment and Software system as is required in order for Cooper-Atkins to perform the Services. As Cooper-Atkins is unable to verify the quality, compatibility and /or serviceability of third party materials, in order to ensure the integrity of the Customer's Software, Customer agrees that it will not make modifications to the Software or integrating competitive (3rd party) hardware onto the Software system or hardware, and any such activities by the Customer will cause this Agreement and all of Cooper Atkins warranties, support services, SOWs and license agreements relating to the Software system and any related hardware to become immediately cancelled and null and void.

Shipment, Delivery & Title. While Cooper-Atkins will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Cooper-Atkins, all shipping dates are approximate and not guaranteed. Cooper-Atkins reserves the right to make partial shipments. If the shipment of the TempTrak Products and Software is postponed or delayed by Customer for any reason, Customer agrees to reimburse Cooper-Atkins for any and all storage costs and other additional expenses resulting therefrom. Risk of loss and legal title to the TempTrak Products and Software shall pass from Cooper-Atkins to Customer upon delivery to and receipt by carrier at Cooper-Atkins' shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Customer and shall be submitted by Customer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

Control Over Services, Compliance with Laws. Cooper-Atkins shall retain the unqualified right of control over the means, manner and methods by which Services are performed, but at times and location determined in conjunction with the Customer. Cooper-Atkins will supply all the equipment, materials and supplies it determines are needed to complete the Services in a timely manner. Cooper-Atkins shall comply with all applicable federal, state and local laws, rules and ordinances, as well as hospital standards and codes that pertain to the performance of the Services. At all times while on Customer's property, Cooper-Atkins personnel shall carry proper identification and conform to the reasonable security requirements of the Customer.

Silver I-Care Package

Customer has selected Services pursuant to the TempTrak I-Care Silver Package which includes:

24/7 Help desk Emergency support (standard I-Care hours are 8AM-8PM EST, M-F. Emergency Support excludes training, equipment registration and admin. Issues)

Subject to the limitations set forth in Section 5 of this Agreement, Cooper Atkins warrants, to the Customer and to no others, that the TempTrak Products will be free from defects in material and workmanship under normal use and regular service and maintenance, and that the Software will execute the programming instructions provided by Cooper Atkins. This warranty only applies when such defect appears in the TempTrak Products and Software within thirty-six (36) months from the date such TempTrak Products and Software are placed in service and which are returned to and received by Cooper Atkins. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Cooper Atkins'), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Cooper Atkins. To the extent that Customer or its agents has supplied specifications, information, representation of operating conditions or other data to Cooper Atkins in the selection or design of the TempTrak Products and/or Software and the preparation of Cooper Atkins' quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

10% discount on additional on-site calibration services

Annual remote access system review/checkup, includes Performance Review/ Risk Assessment

**Requires C-A access to server and database query.*

Unlimited software upgrades and builds upon release

Unlimited web based training seminars

Unlimited E-Learning training

Annual remote access system review/checkup, includes Performance Review/ Risk Assessment

**Requires C-A access to server and database query.*

Terms

- All programs will be invoiced in full at time of purchase.
- If additional purchases beyond the initial purchase increase by more than 25% within the first twelve (12) months the contract will be elevated to the appropriate tier at the customer's anniversary date.
- Annual Support for the BACnet solution will be provided for an additional fee of \$500/yr if applicable.
- Annual Support for the Clustering solution will be provided for an additional fee of \$500/yr if applicable.

As Cooper-Atkins personnel will be required to perform the Services in one or more locations on the Customer's premises, Customer shall use reasonable best efforts to provide to Cooper-Atkins in a timely manner (a) information pertaining to the exact location of equipment to be serviced and the corresponding service to be performed at that location, (b) a list of any unique requirements as may be needed in order for Cooper-Atkins to perform services in specific areas of the Customer's premises, including but not limited to: Operating Rooms, NICU, PICU, etc, and (c) such access to the Customer's premises, equipment and Software system as is required in order for Cooper-Atkins to perform the Services. As Cooper-Atkins is unable to verify the quality, compatibility and /or serviceability of third party materials, in order to ensure the integrity of the Customer's Software, Customer agrees that it will not make modifications to the Software or integrating competitive (3rd party) hardware onto the Software system or hardware, and any such activities by the Customer will cause this Agreement and all of Cooper Atkins warranties, support services, SOWs and license agreements relating to the Software system and any related hardware to become immediately cancelled and null and void.

Shipment, Delivery & Title. While Cooper-Atkins will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Cooper-Atkins, all shipping dates are approximate and not guaranteed. Cooper-Atkins reserves the right to make partial shipments. If the shipment of the TempTrak Products and Software is postponed or delayed by Customer for any reason, Customer agrees to reimburse Cooper-Atkins for any and all storage costs and other additional expenses resulting therefrom. Risk of loss and legal title to the TempTrak Products and Software shall pass from Cooper-Atkins to Customer upon delivery to and receipt by carrier at Cooper-Atkins' shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Customer and shall be submitted by Customer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

Control Over Services, Compliance with Laws. Cooper-Atkins shall retain the unqualified right of control over the means, manner and methods by which Services are performed, but at times and location determined in conjunction with the Customer. Cooper-Atkins will supply all the equipment, materials and supplies it determines are needed to complete the Services in a timely manner. Cooper-Atkins shall comply with all applicable federal, state and local laws, rules and ordinances, as well as hospital standards and codes that pertain to the performance of the Services. At all times while on Customer's property, Cooper-Atkins personnel shall carry proper identification and conform to the reasonable security requirements of the Customer.

Service Schedule – Hosted Applications

1. Description of Services

1.1. Remote electronic access to System Software on Host Network: The hosting, management and operation of the Software and other services for remote electronic access and use by the Customer and its Authorized Users ("**Hosted Services**") as described in one or more written SPW.

1.2. Customer Configuration (if requested)

1.3. I-Care Support Services, as described in the Cooper-Atkins Quotation provided to the Customer, if applicable.

2. Service Fees

2.1. Initial Service Fees

<u>Service</u>	<u>Fees</u>
Host Network Access	See the Customer's SOW
Configuration	See the Customer's SOW
I-Care Support Services	See the Customer's SOW

2.2. Fee Increases. The Cooper-Atkins may increase the Fees annually following each anniversary of the Effective Date, provided that the Cooper-Atkins shall give the Customer at least thirty (30) days' prior written notice of any such change.

3. Service Availability and Service Availability Credits.

3.1. Availability Requirement. The Cooper-Atkins shall make the Hosted Services available and operable for access and use by the Customer and its Authorized Users over the Internet in conformity with the Specifications ("**Available**"), as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), at least ninety-nine and 90/100 percent (99.90%) of the time, excluding the time the Hosted Services are not Available as a result of one or more Exceptions.

3.2. Exceptions. No period of Hosted Service downtime or inoperability will be included in calculating Availability to the extent that such downtime or inoperability is due to any of the following (the "**Exceptions**"): (i) the Customer's misuse of the Hosted Services; (ii) internet connectivity failure of the Customer or its Authorized Users; (iii) internet or other network traffic problems outside the control of the Cooper-Atkins; (iv) failure by the Customer or any of its Authorized Users to meet any minimum hardware or software requirements set forth in the Specifications; (v) scheduled or emergency maintenance; (vi) the Customer's failure to fulfill its responsibilities in **Section 4.4**; (vii) negligence or intentional damage, interference or noncompliance with the Agreement by the Customer or its agents; (viii) any other acts or omissions by the Customer or its employees invitees, agents or independent contractors; (ix) the operation or malfunction of any applications, facilities, power or equipment provided by parties other than the Cooper-Atkins; (x) the configuration or administration of the Customer's System (unless the Cooper-Atkins provides this pursuant to a SOW); or (xi) a Force Majeure Event described in Section 8(G) of the Master Document.

3.3. Remedies for Service Availability Failures. If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure shall constitute a Service Error for which the Cooper-Atkins shall issue to the Customer corresponding service credits ("**Service Availability Credits**") according to the following schedule:

<u>Availability Compliance</u>	<u>Service Availability Credit</u>
98% to 99.90%	5% of the monthly fee for the Hosted Services
For each partial or full one percent decrease below 98%	An additional 1% of the monthly fee*

*(For Example 97.3 % Availability will result in a 6% credit, and 96.3 % Availability will result in a 7% credit.)

No credit will be applied unless the total credits applicable for the Service Period equal at least \$10, and the aggregate credit for any Service Period may not exceed 100% of the monthly Fee for the Hosted Services.

To qualify for a credit, the Customer must contact the Cooper-Atkins' Technical Contact by email no later than ten (10) days from the end of Service Period in which the event occurs describing with specificity the date(s) and time(s) of the event, the length of the event (in minutes and hours), the type of event, and what effect the event had on the Customer's ability to access or use the Services during the event. Upon receipt of such notice the Cooper-Atkins will investigate the facts which led to the event, and will make a good faith determination of whether the Customer is entitled to a credit within thirty (30) calendar days from the date on which written notice is delivered pursuant to this Section 3.3. Service Availability Credits will be applied as set forth in Section 2(C) of the Master Document.

4. Hosted Service Support and Maintenance

4.1. Support. As part of the Hosted Services, the Cooper-Atkins shall (a) correct all Service Errors, including by providing defect repair, programming corrections and remedial programming; (b) provide unlimited telephone support during the hours of 8 a.m. to 6 p.m. United States Eastern Standard Time on business days; (c) provide online access to technical support bulletins and other user support information and forums, to the full extent the Cooper-Atkins makes such resources available to its other customers; and (d) respond to Support Requests as specified in this Section 4.

4.2. Maintenance. The Cooper-Atkins shall continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include providing to the Customer and its Authorized Users (i) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that the Cooper-Atkins provides at no additional charge to its other similarly situated customers; and (ii) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the access to or use of the Hosted Services by the Customer or its Authorized Users, so that the Hosted Services operate properly in accordance with the Agreement (including the SOW and the Master Document) and the Specifications.

4.3. Support Requests and Responses. The Customer shall classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The Customer's Technical Contact shall notify the Cooper-Atkins' Technical Contact of Support Requests by e-mail, telephone or such other means as the parties may hereafter agree to in writing. Response times will be measured from the time the Cooper-Atkins receives a Support Request until the respective time of the Cooper-Atkins' response. The Cooper-Atkins shall respond to all Service Errors within the following times based on the severity of the Service Error:

Severity	Customer's Situation	Initial Response Time 8:00 a.m. – 8:00 p.m., excluding holidays and weekends	Initial Response Time for All Other Times
A	Critical Impact – Significant service issues or performance degradation impairing significant portion of the system	2 hours	4 hours
B	Moderate Impact – Service issues or performance degradation having an impact on use of the system but system is still functional in an impaired manner	4 hours	8 hours
C	Minimal Impact – Minor service issues or performance degradation causing minimal or no significant impact to functionality of system	6 hours	Next business day

For all severity levels, the Customer must provide accurate contact information for the issue owner. The Cooper-Atkins may downgrade the severity level if the Customer is not able to provide adequate responses or recourses to enable further troubleshooting and issues.

4.4. Remote Services. The Cooper-Atkins may provide services to the Customer remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software that the Cooper-Atkins installs on the Customer Systems ("**Remote Services**") to assist in analyzing and resolving any Error reported by a Support Request during the Support Period. The Customer shall give the Cooper-Atkins access to the Customer Systems to install and use remote access software necessary for the Cooper-Atkins to provide the Remote Services to the Customer ("**Remote Access Software**"). The Remote Access Software contains technological measures designed to collect and transmit to the Cooper-Atkins certain diagnostic, technical, usage and related information, including information about the Customer Systems and any third-party products relating to or derived from the Customer's use of the Services. The parties acknowledge and agree that:

- a. The Cooper-Atkins may collect, maintain, process and use (i) only such information as it reasonably believes is necessary to assist in analyzing and resolving a Support Request; and (ii) use such information solely to provide the Services in accordance with the terms and conditions of the Agreement;
- b. All or portions of the Remote Access Software may remain on the Customer Systems after a Support Request is resolved solely for the purposes set forth in **Section 4.44.4**; and
- c. The Cooper-Atkins shall at all times treat any information it collects, maintains, processes or uses under this **Section 4.4** as the Customer's Confidential Information and shall comply with all Customer security and encryption requirements notified to the Cooper-Atkins in writing.

4.5. Customer Responsibilities.

- a. **Technical Contact.** The Customer shall designate the individual(s) who will act as a direct liaison with the Cooper-Atkins and be responsible for communicating with, and providing timely and accurate information and feedback to, the Cooper-Atkins in connection with the applicable Services (each such individual, a "**Customer Technical Contact**"). The Customer Technical Contact(s) will be the sole liaison(s) between the Customer and the Cooper-Atkins in sending Support Requests and communicating with the Cooper-Atkins in connection with any matters relating to the provision of the Services.
- b. **Cooperation.** The Customer shall, by and through its Customer Technical Contact(s), provide the Cooper-Atkins with prompt notice of any Errors; and, to the extent reasonably necessary to assist the Cooper-Atkins to reproduce operating conditions similar to those present when the Customer detected the relevant Error and to respond to the relevant Support Request, each of the following: (a) direct access at the Customer's premises to the Customer's computer systems, files, equipment and personnel; (b) output and other data, documents and information; and (c) remote access to the Customer's computer systems in accordance with **Section 4.4**, subject to the Cooper-Atkins' compliance with the Customer's security and encryption requirements, and (d) such other reasonable cooperation and assistance as the Cooper-Atkins may request.