

Master Software as a Service Subscription Agreement

This Master Software as a Service Subscription Agreement is by and between CAIRE INC., an Delaware corporation, having its principal place of business at 2200 Airport Industrial Drive, Suite 500, Ball Ground, GA 30107, and its affiliates or subsidiaries (collectively, “CAIRE”) and _____ (legal name of customer), having its principal place of business at _____, _____ (the “Customer”), and hereby governs the use of CAIREview™ (“CAIREview”) provided by CAIRE and powered by SynsorMed. This Master Software as a Service Subscription Agreement, together with the applicable sales form, service tickets, work orders, invoices and CAIRE policies, including, without limitation, CAIRE’s Acceptable Use Policy, are collectively referred to as the “Agreement.” This Agreement expressly incorporates the corresponding Sales Form by reference and shall also be signed by CAIRE and Customer. This Agreement shall be effective as of the date this Agreement is fully executed by both CAIRE and Customer (“Effective Date”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

As of the Effective Date of this Agreement (defined above), this Agreement covers services that Customer purchases from CAIRE as a provider of cloud/hosting services for the hardware and software systems governed by this Agreement (“Services”) pursuant to any Sales Form (“Addendum”) hereto that is executed by both parties and expressly references this Agreement.

1. SCOPE

This Agreement states the terms and conditions pursuant to which CAIRE will deliver and Customer will receive access to the System and any or all of the Services provided by CAIRE in connection with CAIREview as referenced in the CAIREview Sales Form, attached hereto and incorporated herein by reference.

2. DEFINITIONS

Unless otherwise referenced elsewhere in this Agreement, the capitalized terms used in this Agreement shall have the meanings set forth below:

2.1 “**Customer Information**” means the data and information, including User names, entered into CAIREview by Customer and/or its Users while accessing CAIREview

2.2 “**Data Center**” means the location where the System is installed by CAIRE (or its contractors) for use by Customer pursuant to the Cloud Services provided hereunder

2.3 “**Fees**” means charges for the System and related Services set forth in the Sales Form, plus all sales, tariffs, value add, use or other taxes and all regulatory charges now in force or enacted in the future that are applicable to the transactions contemplated by this Agreement and Customer’s use of the System and Services

2.4 “**Hardware**” means the computer hardware and components utilized by CAIRE or its suppliers at the Data Center with the Software. CAIRE or its suppliers shall own all Hardware utilized in the performance and/or provision of CAIREview.

2.5 “**Sales Form**” means the document signed by Customer and CAIRE pursuant to which the Customer orders “Customer Information” means the data and information, including User

names, entered into the System by Customer and/or its Users while accessing CAIREview, including, but not limited to the System and Services to be provided by CAIRE.

2.6 “**Services**” means the services that Customer purchases from CAIRE as a provider of cloud/hosting services for the System, including CAIRE’s hardware and software applications related thereto, consisting of the hosting of Software at a Data Center for access to and use by Customer as provided herein (being any Services other than “one time,” non-recurring professional services such as training services or implementation services, as applicable), and access to and use of the System, the Software, or the CAIRE-provided or its supplier-provided website.

2.7 “**Software**” means the software applications identified in the Sales Form for incorporation into the System, including, without limitation, all updates, modifications, customizations or new versions of the Software provided through Support Services or other Services under this Agreement.

2.8 “**Support Services**” means the maintenance and support services provided by CAIRE pursuant to Section 3 of this Agreement.

2.9 “**System**” means the CAIREview powered by SynsorMed software application, the associated services, the SaaS system and the content therein, including all associated documentation, application program interfaces (if any), any patches, updates, upgrades, improvements, enhancements, fixes and revised versions of any of the foregoing that may be provided to you from time to time hereunder, any derivative works of any of the foregoing, other related information, and any combination of the foregoing. The term System excludes any hardware or software not located at the Data Center, any Customer-controlled systems (including without limitation networking infrastructure) telecommunication equipment or services, and the Internet.

2.10 “**Users**” mean individuals or entities accessing and using the System or Services on behalf of Customer or to whom Customer provides access.

3. LICENSE TO ACCESS AND USE OF CAIREVIEW

3.1. License and Access To the Software, System and Services.

3.1.1. License To Use the Software, System and Services. Subject to the terms of this Agreement, including, without limitation, the payment of the Fees set forth in each Sales Form hereto, CAIRE hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable license to access and use the Services, System and Software (as applicable) that are reference in the applicable Sales Form (collectively referred to as CAIREview). Use of CAIREview shall commence when CAIRE provides Customer notice that it has been authorized to access CAIREview. CAIREview shall be used solely by Customer and its Users for Customer’s internal business purposes (including, without limitation, Customer’s provision of services to its customers). Customer’s use of CAIREview shall be restricted to the United States and its territories only. Customer (and its Users) shall not do any of the following: (a) interfere in any manner with the operation of CAIREview; (b) sublicense or transfer any of Customer’s rights under this Agreement; (c) allow third parties to access or use CAIREview; (d) reverse engineer, de-compile, disassemble, translate or otherwise attempt to derive source codes from CAIREview; (e) write or develop any derivative works of the Software or other CAIRE Confidential Information; (f) copy any part of CAIREview or related documentation; and/or (g) access or use other services, hardware

or software at the Data Center.

3.1.2. Training and Implementation Services. CAIRE shall provide the training, implementation and installation services for a daily Fee, which CAIRE will provide upon written request.

3.1.3. Support Services. Where CAIRE is providing Services, CAIRE will provide Support Services for CAIREview during its standard business hours: (i) CAIRE will use reasonable efforts to maintain the CAIREview in all material respects, and (ii) if and when made generally available through Support Services to CAIRE's other customers receiving Services, providing subsequent releases and versions of CAIREview for use on the System consistent with CAIRE's then current policies. Support Services shall not include, and CAIRE shall not be responsible for, failures of the System, Services or Software resulting from or caused by Customer, hardware or equipment not located at the Data Center, Customer's connection to the Data Center, third party service providers, including, without limitation, communications services providers, or otherwise disclaimed by CAIRE or elsewhere in this Agreement.

3.2. Access to Services/Data Center. Customer shall be solely responsible, at its cost and expense, for acquiring, installing, and maintaining all equipment, hardware, software and communications services, and all agreements and payable obligations related thereto with third parties, necessary for Customer and its Users to connect to and access the Software at the Data Center through the Services for each unit utilized with CAIREview.

3.3. Use of CAIREVIEW.

3.3.1. CAIREview Security. Customer shall not attempt to circumvent, modify, or deactivate any security devices or similar protections utilized by CAIRE in connection with CAIREview and shall not access information through CAIREview that does not belong to Customer or that Customer is not otherwise authorized by CAIRE to use or access. Customer shall be solely responsible for ensuring that all Users maintain the security and confidentiality of CAIREview, and Customer shall establish unique User identification names and passwords for access to and use of CAIREview by such Users ("User IDs"). Customer shall also establish unique identification names and passwords for its customers/patients ("Patient Codes").

3.3.2. Security of Transmissions. Customer understands and agrees that CAIRE does not control the transfer of data or the use of telecommunications services utilized by Customer and CAIRE to access the Data Center and provide CAIREview hereunder, including, without limitation, telecommunications services providers, the internet, and MPLS providers. CAIRE does not warrant the secure operation of CAIREview or that it will be able to prevent third party disruptions of CAIREview.

3.3.3. Compliance with Laws. Customer shall comply with all federal, state and local laws, rules and regulations related or applicable to Customer, Customer's services, Customer's use of CAIREview. Customer understands and agrees that CAIRE does not control the content of the Customer Information or the persons, entities, or individuals whom Customer (and its Users) contacts, calls, communicates with, or transmits information to using CAIREview. It is Customer's sole responsibility, at its sole cost and expense, to provide the Customer Information and to ensure that the Customer Information and other communications that Customer and its Users transmit or receive is accurate, complete and complies with all applicable laws and regulations. Customer shall not, and shall not permit Users to, provide information or use CAIREview in a manner that: (a) infringes or violates any intellectual property rights, including, but not limited to, infringement of copyright or trademark or misappropriation of trade secrets; (b) infringes or violates any publicity/privacy rights; (c) is defamatory, harassing, abusive, harmful to minors, obscene or pornographic;

(d) contains any viruses, worms, Trojan horses, time bombs or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; (e) is materially false, misleading or inaccurate; or (f) otherwise breaches or violates any applicable law or regulation now in place or enacted in the future that applies to Customer's business operations, or Customer's use of CAIREview. CAIRE may take whatever remedial action it determines in its sole discretion is appropriate if any use of CAIREview by Customer violates Section 3 of this Agreement, including, but not limited to, immediate suspension of CAIREview. CAIRE is under no obligation to review Customer information or communications to others using CAIREview for accuracy, potential liability or for any other reason.

3.3.4. Data Retention. Customer agrees that CAIRE has no obligation to keep or maintain the Customer Information input into the System by Customer or reports generated by the System related to Customer's use thereof. Notwithstanding anything contained herein to the contrary, CAIRE may, solely in its discretion, retain an archival copy of the Customer Information on its Systems. CAIRE shall have no liability or responsibility for replacement or re-entry of Customer Information of any kind. CAIRE shall have no obligation to retain or maintain any Customer Information on the System following the expiration or termination of this Agreement.

3.3.5. Disclaimers. CAIRE shall have no responsibility for the installation of or problems incurred by Customer in its use of units, workstations, equipment, telephone lines, and accessory equipment of any kind outside the Data Center and necessary for or related to use by Customer in accessing and using CAIREview.

3.4. Access To and Use of CAIREview by Users. Customer and its Users may access and use CAIREview only as permitted by this Agreement. Customer and Users will comply with all rules, regulations and security restrictions of CAIRE in connection with use of CAIREview, including, without limitation, the Acceptable Use Policy in Attachment 3, as updated by CAIRE from time to time on written notice. Customer shall have in place written agreements with its Users that require such Users to comply with all terms of this Agreement in connection with their access to and use of CAIREview.

3.5. Other Customer Obligations. Customer shall: (i) not create unauthorized Internet links to CAIREview or CAIRE's websites or frame or mirror any content on any other server or wireless device or Internet device, (ii) adhere to certain technical specifications for use of CAIREview and acquire appropriate hardware and software, (iii) obtain and maintain all appropriate licenses, permits, agreements and consents necessary for its use of CAIREview in providing services to its customers or communicating with individuals through use of CAIREview, and (iv) be responsible for the set-up and installation of all workstations, equipment, telephone lines, and accessory equipment of any kind outside the CAIRE Data Center and necessary for or related to use by Customer in accessing and using CAIREview.

3.6 No Telecom Services. Customer understands and agrees that there are no telecom services (including, without limitation, telecommunications services, telecom carrier services, MPLS services or internet access services) provided pursuant to this Agreement.

4. FEES AND PAYMENT TERMS

4.1. Fees for Services; Invoicing. Customer agrees to pay the Fees indicated in the Sales Form on a per patient code basis for CAIREview in the applicable Sales Form. Any increases in fees due to increased charges to CAIRE shall be effective thirty (30) days after Customer has received notice thereof. Unless the Sales Form provides otherwise, all prices are quoted in U.S.

dollars and Customer must pay all charges or invoices in U.S. dollars.

4.2 Travel Expenses. To the extent that CAIRE, or its contractors, are required to travel to a location other than the Data Center, Customer shall pay travel expenses reasonably incurred by CAIRE in connection with such travel. CAIRE shall invoice Customer for travel expenses on a monthly basis as incurred. Travel expenses are in addition to any charges set forth in this Agreement or Sales Form.

4.3. Payment; Late Payment. All invoiced Fees are due and payable by Customer as of the date of the applicable invoice. Customer shall pay to CAIRE the Fees as such Fees become due and payable as provided herein. Customer must notify CAIRE of any charge disputed in good faith, with supporting documentation, within thirty (30) days from the invoice date, or Customer will be deemed to agree to such charges and no adjustments to charges or invoices will be made. Customer shall continue to be responsible to pay for the charges by the due date, other than those charges that are being reasonably disputed in good faith. All invoices are fully earned when due and non-refundable when paid. Any payments not received by CAIRE within thirty (30) days after the date of the applicable invoice will be considered past due and will accrue a late fee of 1.5% per month (or, if less, the highest amount allowed by applicable law) for failure to pay such invoiced amount within thirty (30) days of the applicable invoice date and for each thirty (30) day period thereafter that such amounts remain past due and owing. Customer will reimburse CAIRE for all costs, including reasonable attorneys' fees, court costs, bank charges and other consequential fees and expenses, if CAIRE utilizes CAIREview of a collections agency or attorney to collect any amounts due and unpaid hereunder. If any check tendered by Customer is returned for insufficient funds, Customer will pay, in addition to the invoice amount and any interest due, an NSF fee equal to the greater of \$35 or five percent of the amount of the check.

4.4. Suspension of Services. Without limitation as to any other rights or remedies of CAIRE under this Agreement, CAIRE reserves the right to immediately suspend Customer's access to and use of CAIREview, without notice to Customer, if any Fees or Fees payable to CAIRE are past due and not paid within the time frame set forth in Section 4.4 or elsewhere in this Agreement, as applicable. Customer agrees that CAIRE shall have no liability to Customer, and Customer waives any claim or action against CAIRE in the event of suspension or termination of access to or use of CAIREview for Customer's failure to timely pay Fees. Customer's payment obligations shall continue during any period of suspension pursuant to this Section.

4.5. Taxes. Customer will pay, and CAIRE reserves the right to collect in arrears, all sales, use, excise or other taxes (other than taxes based on CAIRE's net income), fees or charges for universal support mechanisms or other charges of any nature whatsoever, now or hereafter imposed or assessed on CAIRE, by any foreign, federal, state/provincial, county or local government authority upon or with respect to CAIREview provided. All Fees charged by CAIRE are exclusive of such taxes. CAIRE shall invoice Customer for amounts it is obligated to collect or is allowed to recover as Fees as provided above. Customer's obligations for the payment of taxes payable hereunder shall survive the expiration or termination of this Agreement.

4.6. Exemption from Tax Collection. If Customer uses CAIREview from multiple taxing jurisdictions, CAIRE may request that Customer provide CAIRE with a Multiple Points of Use ("MPU") certificate relieving CAIRE from levying and collecting sales tax from the Customer. Until CAIRE receives a MPU certificate or equivalent, CAIRE will invoice applicable sales tax based on the primary location of usage by the Customer. Once the MPU or tax exemption certificate is provided, CAIRE will not invoice or collect the applicable taxes and Customer

assumes any tax liability.

5. TERM

The Agreement shall begin on the date a Sales Form is executed by both CAIRE and Customer and shall continue until termination or expiration in accordance with the Agreement. Customer acknowledges that CAIRE is providing CAIREview on a month-to-month basis. CAIRE may terminate this Agreement and the provision of CAIREview immediately and without cause (for convenience) by providing notice to Customer or on CAIRE's website. The termination of this Agreement shall not relieve the Customer of its obligation to pay any Fees incurred hereunder prior to the effective date of such termination or expiration or that result or arise from the termination of the Agreement (as provided in herein).

6. TERMINATION

6.1. Termination. At any time, CAIRE may terminate the Agreement immediately by giving written notice to Customer. Additionally, CAIRE may terminate any or all Sales Forms, the Agreement, and/or suspend the provision of Services to Customer, in CAIRE's sole discretion, immediately upon notice to Customer if: (A) Customer fails to pay an invoice not reasonably disputed in good faith when due (including without limitation any Minimum Commitment shortfall amount), (B) Customer breaches any of its representations, warranties or covenants or Customer violates any of its duties or obligations under the Agreement or any Sales Form, (C) Customer violates the CAIRE Acceptable Use Policy, (D) Customer violates applicable law through or in connection with its utilization of CAIREview, (E) it is deemed reasonably necessary by CAIRE to prevent interruption or disruption to CAIRE's network, its business or other customers, (F) as provided in Section 5 of these Agreement, (G) Customer becomes unable to pay its bills as they become due, (H) Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (I) Customer becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing, or (J) CAIRE can no longer provide CAIREview in a commercially reasonable manner. CAIRE shall not be liable to Customer or any third-party should CAIRE exercise its right to discontinue Services, in whole or in part, or terminate the Agreement or any or all Sales Forms pursuant to the Termination Section.

6.2. Effects of Termination. Upon termination of this Agreement any amounts owed to CAIRE under this Agreement, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable. All CAIREview related System, Software and Services and all licenses and rights granted under this Agreement hereto shall immediately terminate upon termination of this Agreement. Upon termination of the Agreement, CAIRE will immediately cease providing CAIREview and performing all Services and terminate Customer and User access to CAIREview. CAIRE shall have no obligation for retaining or maintaining a copy of any such Customer Information, or data from the System following the date of expiration or termination of this Agreement governing such information or (if sooner) the expiration or termination of this Agreement. CAIRE shall be entitled, without further liability, to destroy all such Customer Information upon the expiration or termination of this Agreement.

6.3. Other Termination/Suspension of Services. In addition to all other remedies to which it may be entitled hereunder, CAIRE shall have the right, without notice to Customer, to immediately

suspend the provision of CAIREview hereunder, including, without limitation, access to the System, Services, or Data Center, in the event of (i) any breach or threatened breach of this Agreement by Customer, (ii) any requirement or direction by an applicable telecommunications services provider or any legal or regulatory body having jurisdiction over Customer, CAIRE, its suppliers or network/telecommunications service providers, (iii) any change in law that renders CAIRE provision of CAIREview unlawful or otherwise non-compliant with applicable law, or (iv) any termination or suspension of services required by CAIRE's telecommunications services or network services providers, including, without limitation, the internet. Customer agrees that CAIRE shall have no liability to Customer, and Customer waives any claim or action against CAIRE, in the event of termination of access to CAIREview as provided in this Agreement. CAIRE shall make reasonable efforts to restart CAIREview upon Customer's cure or correction of the event of default or breach unless it has already terminated this Agreement. Customer shall reimburse and pay to CAIRE all charges, expenses and fees incurred by CAIRE or payable by CAIRE to third parties as a result of such suspension of CAIREview or reconnection/restart of CAIREview.

6.4. Collection Costs. CAIRE shall be entitled to recover from Customer CAIRE's attorneys' charges and expenses, including, without limitation, court costs, incurred by CAIRE in connection with any attempts to pursue collection of amounts owed by Customer hereunder or otherwise incurred by CAIRE in enforcing of the terms and conditions of this Agreement.

7. OWNERSHIP

7.1. Customer. Customer retains all right, title and interest in and to the Customer Information. CAIRE will only use Customer Information in accordance with this Agreement.

7.2. CAIRE. CAIRE and/or its Suppliers retain all right, title and interest in and to the System described in this Agreement (including, without limitation, all Hardware, Software and documentation), CAIRE's Confidential Information, any equipment, software, or materials provided to Customer by CAIRE, and any other deliverables (including, without limitation, data, information, computer code and reports) provided in connection with CAIREview and/or this Agreement and all intellectual property rights embodied therein or related thereto. CAIRE and its suppliers or licensors shall own all Hardware, Software and Systems utilized by CAIRE in the provision of CAIREview hereunder from the Data Center; Customer shall not own or have any right to the use of such Hardware, Software and Systems other than as expressly provided in this Agreement. CAIREview is licensed and not sold to Customer. CAIRE and its Suppliers reserve any rights or licenses not expressly granted to Customer hereunder; there are no implied licenses of any kind. Customer shall not copy, use, modify, sublicense, distribute, transfer or transmit the Software or documentation except as expressly provided herein. Customer shall not, and shall not allow third parties, to reproduce, copy, market, sell, distribute, sublicense, perform, display, lease, transfer, translate, modify, adapt, disassemble, decompile, reverse engineer or create derivative works of the Software or Documentation or otherwise seek the Software source code. Customer and its Users shall not at any time take or cause any action that would be inconsistent with or tend to impair the rights of CAIRE or its Suppliers in CAIREview. Customer understands and agrees that it shall only be entitled to utilize such Services, Systems, Hardware and Software licenses during the term of this Agreement. CAIRE shall have no obligation to provide, license or ship any Hardware or Software to Customer upon the expiration or termination of this Agreement.

7.3. Both Parties. Other than as expressly provided herein, neither party grants to the other party any license, right, title or interest in any of its patents, copyrights, trademarks, trade names or service marks.

8. CONFIDENTIALITY

8.1 Confidential Information Defined. During the term of this Agreement and in connection with each party's performance of their respective duties and obligations hereunder and thereunder, each party will disclose to the other ("Disclosing Party") and the other party shall receive ("Receiving Party") certain Confidential Information of the Disclosing Party. The term "Confidential Information" shall mean any and all information that the Disclosing Party discloses to the Receiving Party in connection with or related to this Agreement, whether disclosed verbally, electronically, visually, or in a written or other tangible or intangible form, including, but is not limited to, trade secrets, pricing information, terms of this Agreement, customers, customer lists, intellectual property, computer programs, software, documentation, formulas, data, inventions, techniques, financial, marketing or product development plans, personnel, audit results, designs, performance data, as to CAIRE, the CAIRE Technology and any other deliverables (including, without limitation, data, information, computer code and reports) provided in connection with the Services, and, as to Customer, the Customer Information, as well as any other information that the Disclosing Party clearly communicates to the Receiving Party as confidential.

8.2 Duties with Regard To Confidential Information. The Receiving Party agrees that it will only use the Disclosing Party's Confidential Information in the performance of its obligations hereunder or as otherwise expressly provided in this Agreement, and that it will only disclose the Disclosing Party's Confidential Information only to those of its directors, officers, employees, consultants, agents, independent contractors, and professional advisers who need to know such information and who are subject to written agreements with the Receiving Party sufficient to enable the Receiving Party to require such persons to comply with the Receiving Party's confidentiality obligations hereunder (provided, however, that Customer understands that, in connection with the use of CAIREview, telecommunications providers will be utilized by Customer and CAIRE in connection with CAIREview provided hereunder, and Customer understands and agrees that CAIRE shall not have responsibility for the confidentiality of any information transmitted through or by such third party telecommunications providers and its written agreements therewith may not contain terms consistent with this Section 8). The Receiving Party agrees that it will treat all of the Disclosing Party's Confidential Information with the same degree of care (but no less than reasonable care) as it accords its own confidential information.

8.3 Exclusions from Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its personnel; (b) has been or is obtained by the Receiving Party from an independent source without accompanying obligations of confidentiality; (c) is independently developed by the Receiving Party without reliance in any way on the Disclosing Party's Confidential Information; or (d) has been approved for unrestricted release by the Disclosing Party in writing. Additionally, the Receiving Party may disclose the Disclosing Party's Confidential Information where the Receiving Party is required by law to disclose information that is otherwise Confidential Information, provided, to the extent not prohibited by law, the Receiving Party has first notified the Disclosing Party in writing as soon as is commercially reasonable of such requirement to disclose the Disclosing Party's otherwise Confidential Information in order to permit the Disclosing Party to seek confidential treatment of such information. Additionally, Customer agrees to reimbursement CAIRE at its then current hourly rate for such services for the number of hours spent by CAIRE responding to

legal requests for Customer Information in CAIRE possession.

8.4 Protection of Confidential Information. Notwithstanding the “Dispute Resolution” Section of this Agreement, the Receiving Party acknowledges that the Disclosing Party shall have the right to take all reasonable steps to protect the Disclosing Party’s confidential and proprietary interests, including, but not limited to, injunctive relief in a court of law or equity and any other remedies as may be available at law or in equity in the event the Receiving Party does not fulfill its obligations under this Section.

8.5 Survival of Confidentiality Obligations. Each party’s obligations of confidentiality pursuant Section 5 of this Agreement for all Confidential Information disclosed between the parties during the term of this Agreement shall survive the expiration or termination of this Agreement as follows: (i) for Confidential Information consisting of trade secrets, for so long as such information remains a trade secret of the disclosing party or for five (5) years following the expiration or termination of this Agreement, whichever is longer, (ii) for Confidential Information consisting of the disclosing party’s customer information or CAIRE’s suppliers’ information, indefinitely, and (iii) for all other Confidential Information, for five (5) years following the expiration or termination of this Agreement.

8.6 Termination of This Agreement. Upon termination of this Agreement or upon the Disclosing Party’s written request, the Receiving Party agrees to terminate all use of the Disclosing Party’s Confidential Information and to either to return to the Disclosing Party all copies of the Disclosing Party’s Confidential Information in its possession or under its control or to provide the Disclosing Party with a written certification from one of the Receiving Party’s authorized representatives indicating that all copies of the Disclosing Party’s Confidential Information in the Receiving Party’s possession or control have been destroyed; provided, however, the Receiving Party may (at its option, but not its obligation) keep a copy of the Disclosing Party’s Confidential Information in its archives, and the provisions of this Article 5 shall continue with respect to such Confidential Information.

9. DATA SECURITY

9.1 Use of Customer Information. In connection with CAIREview, CAIRE may have access to Customer Information, and CAIRE may use such Customer Information to the extent such use is required to provide CAIREview to maintain the security and integrity of CAIREview and CAIRE’s networks, and to facilitate or confirm CAIRE’s compliance with its legal obligations, provided, however, that CAIRE may not use the Customer Information for any other purpose. Notwithstanding its obligations of confidentiality in these Agreement, CAIRE may disclose Customer Information (1) in response to a subpoena or court order, (2) in response to an administrative order or other directive from a governmental entity having jurisdiction over CAIRE, or (3) in response to a request from a law-enforcement agency, or (4) as otherwise required by applicable law. Customer also understands and agrees that by using the Service, CAIRE’s third-party service provider, will have access to Customer Content that is generated in the course of the use of the Service, and Customer agrees to allow CAIRE’s third-party service provider to use and copy aggregate, anonymized data that is generated in the course of the use of the Customer Content, to be used solely for its internal business purposes.

9.2 Disclosure Notification Laws. Customer must notify CAIRE of any suspected breach in security or integrity affecting Customer’s access to CAIREview, any suspected breach in

security or integrity to CAIREview or CAIRE's networks, or any suspected breach in security or integrity in Customer's Content. To the extent any applicable law requires Customer to notify other Persons or any suspected breach in security or data integrity involving the personal or transactional data of such Persons which data is contained within the Customer Transactional IP (such laws being "**Disclosure Notification Laws**"), Customer shall be wholly responsible for its compliance with such Disclosure Notification Laws. To the extent any such Disclosure Notification Laws obligate CAIRE to take any action or provide notification to any person as a consequence of personal or transaction data of any Person contained within the Customer Transactional IP, Customer shall be wholly responsible for taking such action or providing such notification and Customer shall reimburse CAIRE for its reasonable costs and expenses to the extent that CAIRE performs any such action or provides any such notification.

9.3 Customer Compliance. Customer acknowledges that CAIRE has no control over the content or information provided by Customer and transmitted through CAIREview (whether visual, written or audible) and that CAIRE does not examine the use to which Customer puts CAIREview or the nature of the information Customer or Customer's users send or receive. Customer agrees not to transmit content through use of CAIREview that infringes any third-party's intellectual property rights or that is unlawful, threatening, abusive, harassing, libelous, slanderous, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene or otherwise contains objectionable material of any kind or nature. Breach by Customer of this Section 9 will constitute grounds for immediate suspension by CAIRE of Services and termination of any or all Sales Forms and the Agreement. Customer further acknowledges that, notwithstanding the confidentiality provisions contained herein, CAIRE may disclose usage information about Customer's use of Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.

10. SERVICE ERRORS AND REMEDIES

10.1 Service Performance. CAIRE will provide CAIREview in a workmanlike manner. CAIRE is not responsible, and disclaims any intention, to provide or comply with any special instructions, additional specifications, or requirements that are not part of CAIRE's SaaS Service as determined by CAIRE.

10.2 DISCLAIMER. CAIRE'S SERVICES RELY ON THE INTEROPERABILITY OF CAIRE'S SERVICES WITH THE NETWORKS OF THIRD PARTIES, PUBLIC SWITCHED TELEPHONY NETWORKS, INTERNET ACCESS PROVIDERS, INTERNATIONAL SATELLITE SERVICES AND OTHER COMMUNICATIONS FACILITIES AND CAPABILITIES MAINTAINED BY PERSONS OUTSIDE OF CAIRE'S CONTROL. CAIRE CANNOT GUARANTEE THAT ITS SERVICES WILL BE AVAILABLE AT ALL TIMES, THAT ITS SERVICES WILL BE FREE FROM ERRORS, THAT ITS NETWORKS WILL BE COMPLETELY SECURE, OR THAT ITS SERVICES WILL BE FIT FOR THE PURPOSE INTENDED BY CUSTOMER.

10.3 SOLE REMEDY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND CAIRE'S SOLE OBLIGATION, FOR ANY FAILURE OF THE CAIRE'S SERVICES TO PERFORM AS REQUIRED BY THE AGREEMENT, SHALL BE FOR CAIRE AT ITS OPTION, TO REPERFORM THE DEFECTIVE SERVICES AT NO COST TO CUSTOMER. CAIRE SHALL HAVE NO OBLIGATION, HOWEVER, IN RESPECT OF ANY INTERRUPTION OR DEFECTS IN CAIREVIEW (I) CAUSED BY FACTORS OUTSIDE OF CAIRE'S REASONABLE CONTROL, (II) THAT RESULTED FROM ANY ACTIONS OR INACTIONS OF CUSTOMER OR ANY THIRD PARTIES, OR (III) THAT RESULTED FROM CUSTOMER'S EQUIPMENT OR ANY THIRD-PARTY EQUIPMENT THAT IS NOT WITHIN THE SOLE CONTROL OF CAIRE.

11. INDEMNIFICATION

Customer shall defend, indemnify and hold harmless CAIRE, its affiliates and their respective present, former and future officers, directors, employees, agents and suppliers, and their respective heirs, legal representatives, successors and assigns (collectively the "**CAIRE Indemnitees**"), from and against any and all claims, losses, damages, costs, penalties, liabilities and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys' fees) (collectively, "**Losses**") which any of the CAIRE Indemnitees may suffer, incur or sustain resulting from or arising out of (i) the breach by Customer, User or any person accessing CAIREview through Customer or Customer's account (a "**Customer User**") of any representation, warranty, covenant or obligation contained in the Agreement, (ii) the Customer Content or the use of CAIREview by Customer or any Customer User, (iii) personal injury or death caused by Customer's misconduct, (iv) in violation by Customer or any Customer User of CAIRE's Acceptable Use Policy, (v) violation or alleged violation by Customer or any Customer User of any applicable laws or regulations with respect to CAIREview, including but not limited to, any claims that Customer's use of CAIREview violated the rights of any third-party, (vi) claims or actions of third parties arising from the Customer Content or Customer's or any Customer User's use of CAIREview, and (vii) infringement of any intellectual property rights of any third-party. In connection with any claim that may be subject to indemnification under this Section 11, CAIRE shall provide Customer written notice of such claim promptly after receipt of it, provided, however, that the failure of CAIRE to give such notice shall not relieve Customer of its obligations except to the extent that the defense of such claim is prejudiced thereby.

12. WARRANTY, DISCLAIMER AND LIMITATIONS ON LIABILITY

12.1 CAIRE Warranty and Covenants.

CAIRE agrees that it shall make reasonable efforts to perform the Services in a workmanlike manner. Under no circumstances will CAIRE be liable for any damage or loss resulting from a cause over which CAIRE does not have sole control, including, without limitation, (i) failure of Customer or third party electronic or mechanical equipment or communications lines, telephone, network or other interconnection problems; (ii) actions or inaction of Customer, Users or any third party, including, but not limited to, computer virus or penetration of CAIREview by any hacker or unauthorized user, and any resulting damages; or (iii) theft, war, terrorist attacks, operator error, severe weather, earthquakes and strikes or other labor disturbances. CAIRE's sole obligation, and Customer's sole and exclusive remedy, for any failure or interruption of CAIREview, or breach by CAIRE of any warranties or other obligations under this Agreement, shall be that CAIRE will use commercially reasonable efforts to restore access to CAIREview as soon as reasonably practicable and/or to cure the breach, if such breach is capable of being cured.

12.2 Customer Warranty. Customer represents and warrants that (a) the performance of its obligations and use of CAIREview by Customer and its Users will not violate any applicable laws or regulations, CAIRE's rules and regulations or cause a breach of any agreements with any third parties, and (b) it will not interfere with CAIRE's systems or the use of any services or systems by other CAIRE customers. In the event of any breach of any of the foregoing Customer warranties, in addition to any other remedies available at law or in equity, CAIRE will have the right, in its sole reasonable discretion, to terminate or suspend immediately any related Services if deemed reasonably necessary by CAIRE to prevent any harm to CAIRE, its customers and/or its business. CAIRE will provide to Customer notice and an opportunity to

cure the breach if practicable, depending on the nature of the breach. Once cured, CAIRE will restore the Service(s).

12.3 CAIRE's Warranty Disclaimer.

CAIREVIEW AND ALL SYSTEMS, SERVICES AND SOFTWARE PROVIDED UNDER THE AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CAIRE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO CAIREVIEW OR ANY SOFTWARE PROVIDED UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND CAIRE HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO CUSTOMER HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. CAIRE DOES NOT WARRANT THAT CAIREVIEW WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CAIRE CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET.

12.4 Limitation of Liability.

CAIRE SHALL NOT BE LIABLE IN ANY WAY TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OR INTERRUPTION OF DATA OR COMPUTER TIME OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PATENT, TRADE SECRET OR COPYRIGHT INFRINGEMENT, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY SALES FORM, OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD-PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES. CAIRE WILL NOT BE LIABLE TO ANY PARTY, INCLUDING BUT NOT LIMITED TO CUSTOMER, FOR THE CONTENT OF INFORMATION TRANSMITTED BY CUSTOMER THROUGH CAIREVIEW. CAIRE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEMS OR NETWORKS. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, CAIRE'S TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, CAIREVIEW, ANY SOFTWARE PROVIDED BY CAIRE, OR ANY SALES FORM, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00) IN THE AGGREGATE FOR ALL CLAIMS.

THE DISCLAIMER, THE LIMITATION AND EXCLUSIONS SHALL APPLY EVEN IF THE EXPRESS WARRANTY, LIMITATION OF LIABILITY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS CONTAINED IN THIS WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY SECTION APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), OTHER THAN CLAIMS

BASED ON FRAUD OR WILLFUL MISCONDUCT. ALL LIMITATIONS OF LIABILITY APPLICABLE TO CAIRE CONTAINED IN THIS WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY SECTION SHALL ALSO BE APPLICABLE TO CAIRE'S SUPPLIERS AND/OR THIRD-PARTY SERVICE PROVIDERS.

13. MISCELLANEOUS

13.1 Independent Contractor. CAIRE and Customer are independent contractors of each other. The parties have not created the relationship of principal and agent, employer and employee, master and servant, partners, or joint ventures. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

13.2 Governing Law; Jurisdiction. Any controversy or claim arising out of, or relating to, or in connection with the Agreement or the relationship of the parties, the formation of the Agreement or the breach of the Agreement, including any claim based upon or arising from an alleged tort, shall be governed by the substantive laws of the State of Georgia, without regard to its rules governing conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. Article 2 of the Uniform Commercial Code as adopted and implemented by the State of Georgia shall not apply to the Agreement. ANY CONTROVERSY, CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE AGREEMENT OR THE RELATIONSHIP OF THE PARTIES, INCLUDING ANY CLAIM BASED UPON OR ARISING FROM AN ALLEGED TORT, MUST BE BROUGHT EXCLUSIVELY IN EITHER A GEORGIA STATE COURT LOCATED IN CHEROKEE COUNTY, GEORGIA OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH CONTROVERSY, CLAIM, SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. Customer may bring claims against CAIRE only in Customer's individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.

13.3 Headings. The headings herein are for convenience only and are not part of these Agreement.

13.4 Entire Agreement; Amendments. The Agreement (including these Agreement and any applicable Instruments) supersede all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and the Agreement (including these Agreement and any applicable Instruments) together constitute the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any other documents, discussions, negotiations, agreements or communications, this Agreement shall override and control. No additional terms or conditions relating to the subject matter of the Agreement shall be effective unless approved in writing by CAIRE. This Agreement may not be modified or amended, orally or otherwise, except by a subsequent agreement provide by CAIRE to Customer. For the avoidance of doubt, if Customer requires use of Customer's form purchase order or similar document in connection with any of

CAIREview to be performed hereunder, Customer hereby acknowledges and agrees that to the extent such purchase order or similar document contains any pre-printed or other terms and conditions, such terms and conditions, whether in addition to or in conflict with the Agreement, shall have no effect whatsoever, and this Agreement shall govern the relationship between CAIRE and Customer.

13.5 Acceptable Use Policy. Notwithstanding the foregoing, and without limiting any other rights in the Agreement, CAIRE may amend its Acceptable Use Policy, at CAIRE's election, by: (i) posting a revised Acceptable Use Policy on its website at or a successor website as determined by CAIRE (the "CAIRE Website"); (ii) delivering the amended Acceptable Use Policy Customer in accordance with the notice provisions provided herein (such delivery may be included in invoices for CAIREview delivered to Customer); or (iii) by other reasonable means as permitted by applicable law. An amended Acceptable Use Policy shall automatically be effective upon the earlier of: (i) the date indicated on the CAIRE Website or (ii) Customer's next billing cycle following posting or delivery to Customer. CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR REGULARLY REVIEWING THE CAIRE WEBSITE TO OBTAIN TIMELY NOTICE OF ANY SUCH CHANGES TO CAIRE'S THEN-CURRENT ACCEPTABLE USE POLICY. BY USING CAIREVIEW AFTER POSTING OR DELIVERY OF AMENDED ACCEPTABLE USE POLICY, CUSTOMER WILL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY SUCH AMENDED ACCEPTABLE USE POLICY. No such amendment by CAIRE shall serve to constitute a default or termination by CAIRE of any Sales Form or the Agreement, nor shall such amendment serve to be a basis for Customer's termination of any Sales Form or the Agreement.

13.6 Severability. All rights and restrictions contained in the Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary such that they will not render the Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of the Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

13.7 Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of the Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

13.8 Assignment; Successors. Customer may not assign or transfer the Agreement or any of its rights or obligations hereunder, without the prior written consent of CAIRE. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. CAIRE may assign its rights and obligations under the Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of Customer. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.9 Limitation of Actions. No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than two (2) years after the cause of action has arisen.

13.10 Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under the Agreement (other than Customer's failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation: fire, flood, earthquake, lightning strike, hurricane, tornado, typhoon, tsunami, act of God, national emergency, act of civil or military authority, labor disputes, labor strike, work stoppage, embargo, acts of war, act of terrorism, insurrection, riot, sabotage, interruptions of transportation or communications, supply shortages, failure of the Internet, failure of the local loop of the local exchange carrier, vandalism or "hacker" attack, power brownout or blackout, any law, order, regulation or other action of any regulatory authority, or the failure of any third-party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

13.11 No Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, to grant, nor shall anything herein be construed to confer any rights, legal or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns.

13.12 Export Control. Customer shall not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with the Agreement without first complying with any applicable export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Customer operates or does business.

13.13 Telephone Monitoring. To ensure CAIRE's customers receive quality service, CAIRE randomly may monitor and record phone calls between CAIRE's customer service and technical support personnel and CAIRE's customers.

13.14 Publicity. CAIRE may issue a joint press release shortly after execution of the Agreement, provided that the release is first approved by Customer, such approval not to be unreasonably withheld. In addition, Customer agrees that CAIRE may include Customer's company name in one or more lists of customers that CAIRE distributes or makes available.

13.15 Language. The English language version of these Agreement shall control. Agreements provided in languages other than English are provided for ease of reference only.

13.16 Notices. Any notices or demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given (i) upon date of delivery if delivered in person or by an overnight nationally-recognized delivery service (such as FedEx or UPS) or postal service, (ii) upon receipt if delivered by facsimile to the fax number set forth in the Sales Form, the receipt of which is confirmed by the recipient, (iii) upon the date sent if by email to the person identified on the Sales Form or other designated contact by Customer, or (iv) upon the expiration of three (3) days after the date of posting if mailed by certified mail, postage prepaid, to the address set forth in the Sales Form. CAIRE may change its address or facsimile number for purposes of the Agreement by notice in writing to Customer as provided herein, and Customer may change its address or facsimile number for purposes of the Agreement by notice in writing to CAIRE as provided in the Sales Form. CAIRE may give written notice to Customer via e-mail to the Customer's e-mail address as maintained in CAIRE's billing records.

13.17 Survival. This Agreement shall be valid as to any obligation incurred prior to its termination. All Sections of these Agreement (including without limitation Section 4 (Fees and Payment Terms), Section 6 (Termination), Section 7 (Ownership), Section 8 (Confidentiality), Section 9 (Data Security), Section 11 (Indemnification), Section 12 (Warranty, Disclaimer and Limitation of Liability), and Section 13 (Miscellaneous) that can only be given proper effect if they survive the termination of this Agreement, shall survive the termination of such this Agreement.

By signing this Agreement, I certify that I am authorized to sign on behalf of CAIRE or the Customer, as applicable, and agree to the terms and conditions of this Agreement and any documents incorporated herein.

IN WITNESS WHEREOF, CAIRE and Customer have executed this Agreement as of the Effective Date.

CAIRE INC.

CUSTOMER

Name: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____