



1. SCOPE

This Master Services Agreement (“MSA” or “Agreement”), including any addenda or amendments, is made by and between Customer (“Customer”) and Code Blue Corporation (“Code Blue”). Customer must submit a service order form, work invoice, or other form of order for service, equipment or materials incorporating this MSA to Code Blue (“Service Order”). The Service Order will specify hardware and services ordered from Code Blue, including but not limited to voice, data, and information services (“Service” or “Services”), equipment or materials to be sold to Customer (collectively, “Customer Premises Equipment” or “CPE”), delivery location (the “Premises”), prices, and duration of time (“Term”) the Customer agrees to pay for the Services. This MSA and the Service Order together are referred to as the “Agreement”. Customer authorizes Code Blue to accept executed documentation by e-mail, facsimile or other electronic transmission and an electronically stored copy (i.e. PDF or fax) shall serve the same purpose as an original document.

2. DELIVERY OF SERVICES

Code Blue will use commercially reasonable efforts to deliver Services by a requested date. “Acceptance” shall mean the earlier of the actual use of the Services by Customer, or ten (10) days after completion of testing of the Services. If the parties agree to conduct testing, then an addendum will be executed specifying the time frame, scope, methods and other relevant criteria for completion of any testing.

Equipment furnished by Code Blue shall remain its property and shall be returned to Code Blue on expiration or termination of the Agreement or as earlier requested by Code Blue, in good condition, reasonable wear and tear excepted. Code Blue reserves the right to interrupt the Services for maintenance or repair and will use commercially reasonable efforts to coordinate with Customer to minimize any impact.

Customer hereby grants Code Blue such access to Customer’s network and associated resources and data as may be necessary for Code Blue to perform its obligations under this Agreement. Code Blue shall comply with all of Customer’s policies and procedures, of which it has been provided a copy, regarding access to Customer’s premises as shall be in effect from time to time.

3. CUSTOMER RESPONSIBILITIES

Customer shall: (a) not use the Services or CPE in any unlawful way or for any unlawful purpose and as further described in Section 9 (Unauthorized Use of Services); (b) provide sixty (60) days written notice to Code Blue prior to moving any Services from the Premises or changing its business name; and (c) obtaining and maintaining all

internet, computer hardware, and other equipment needed to access and use the Services and all charges and fees related thereto.

4. BILLING AND PAYMENT

Billing for the Services commences upon Invoicing. Code Blue shall bill in advance for the Services and each invoice shall include the fixed recurring charges (“MRCs”), all non-recurring charges, including, but not limited to, installation or repair fees (“NRCs”), and any usage-based charges from the prior period. Unless otherwise stated at the time of purchase or on the billing statement, payment is due in full, without deduction or set-off, within thirty (30) days of the date on the billing statement. All unpaid invoices over thirty (30) days from invoice date will bear interest at a rate equal to 1.5% per month from the date when the payment is due under the terms of this Agreement until the amount is paid. If applicable, payments for unpaid balances will be applied first to interest. Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges.

5. SERVICE TERM AND RENEWAL

The Term of this Agreement shall commence on the date the Service Order incorporating this MSA is fully executed by Customer and Code Blue. At the end of the initial Term for the Service Order, the Term shall renew for successive one (1) year periods until terminated pursuant to this Agreement. Either party may terminate this agreement prior to renewal by providing at least thirty (30) days written notice of termination to the other party prior to the end of the initial Term or a renewal Term. Additional Services may be added from time to time by Customer and will be co-terminus with the Term of the Agreement. All prices are identified in US dollars. Additional charges may result if Customer activates additional features, exceeds usage thresholds, cancels more than 50% of the total MRCs listed on the original Service Order, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services.

6. LIMITATIONS OF SERVICE

Code Blue may use third-party companies to provide Services. While Code Blue endeavors to partner with industry-leading partners, Code Blue is not responsible for the network architecture or performance of any third-party resource or for any loss or damage of any sort resulting from the use of, or for any failure of, Services provided at or from a third-party resource including interoperability, interaction, access or interconnection problems with applications, equipment, services, content or networks not provided by Code Blue.

Customer acknowledges and consents to the retention, maintenance, and storage of the Customer’s information and data via the internet using cloud storage.



Customer acknowledges that there is a risk of third parties hacking and using ransomware in access its network. Through no fault or negligence of Code Blue, it cannot prevent data loss from third party data attacks. Customer hereby forever releases and discharges Code Blue from any liability from, any data loss due to third party attacks and data breaches. Further, Code Blue is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

7. CREDITS AND DEPOSITS

The obligation of Code Blue to provide the Services to Customer is subject to Code Blue's review of Customer's credit status. Customer's execution of the Agreement authorizes Code Blue to obtain Customer's credit information from credit reporting agencies. Customer understands that, as a result of this credit review, Code Blue may, in its sole discretion, terminate this Agreement without penalty. Customer may be required to submit a cash deposit, guaranty, or other financial assurance satisfactory to Code Blue in order to receive the Services. The deposit may be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Code Blue at its discretion may apply the deposit to any amount due and unpaid by Customer.

8. FAILURE TO MAKE INITIAL PAYMENTS AND DEFAULT BY CUSTOMER

If Customer fails to meet payment schedules or other credit or financial requirements established by Code Blue for commencement of Services, Code Blue shall have the right, without liability, to delay any shipment of CPE's to Customer, require advance payment before making any shipments or accepting further orders, and cancel any unshipped orders upon written notification by Code Blue of the aforementioned events and only after Customer's failure to correct such event within thirty (30) days of Code Blue's notice. Accordingly, Code Blue retains the option to terminate this Agreement upon failure to receive any initial payment when due as provided above. This option shall be exercised in writing by addressing notice thereof to Customer at its address listed on the Service Order. Customer is responsible for paying all costs and fees Code Blue incurs prior to shipment of CPE's as a result of Customer failing to pay any initial payments due on the Service Order, and all other amounts as specified in Section 12, below as if Customer had terminated Service.

Following the initial payments, if Customer fails to pay any Service charges incurred under this Agreement by the due date, and if the amounts remain unpaid for thirty (30) days after Code Blue provides Customer written notice of the unpaid amounts, then Customer shall be in default under this Agreement, and Code Blue may terminate this Agreement

by providing written notice of termination to Customer. In addition, Customer will be in default if: (a) Customer has failed to complete the purchase process in accordance with the terms specified in the Service Order; (b) Customer is in breach of the Agreement; (c) Customer is found to be falsifying any claims; or (d) Customer knowingly uses this Agreement to take advantage of services and entitlements for products not covered. Upon identifying an event of default and providing notice of default, Code Blue may immediately suspend the Services, in whole or in part, and provide Customer with notice of suspension along with the notice of default. Neither suspension nor termination of the Service will relieve Customer of any obligation to pay for Services provided prior to termination, or for any amounts that become due as a result of termination including interest on all unpaid amounts at the interest rate as provided in Section 4, above. No refunds will be granted for unused Services. Customer also shall pay Code Blue, immediately upon receipt of written demand, all expenses incurred by Code Blue in enforcing any default of this Agreement by Customer, including without limitation, actual attorney's fees, court costs, and any other costs incurred by Code Blue in enforcing this Agreement.

9. UNAUTHORIZED USE OF SERVICES

Unlimited calling is permitted up to a maximum of 2,500 minutes of toll calling per line within any one (1) month service period. Average or forecasted usage beyond this threshold is presumed to be inconsistent with typical emergency communication voice applications and is prohibited. If Code Blue determines that the usage is in violation as described herein, Code Blue may take any and all action it deems appropriate (including blocking access to specific phone numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services.

In addition to other prohibitions as set forth in this Agreement, the Customer is prohibited from using the Services or CPE: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or CPE, or any websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the



Services or CPE, or any websites, or the Internet. Code Blue reserve the right to terminate the Customer's use of the Services for violating any of the prohibited uses.

10. RELATIONSHIP OF PARTIES

Code Blue and Customer are independent contracting parties. Neither party is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party. Each party shall be fully responsible for its own employees, servants and agents, and the employees, servants and agents of one party shall not be deemed to be employees, servants and agents of the other party for any purpose whatsoever.

Code Blue shall remain the owner of all documents, reports, and other material provided to Customer, whether in hard copy or magnetic media form. Customer shall be authorized to use the materials provided by Code Blue only in connection with the provision of services by Code Blue hereunder or with prior expressed written consent from Code Blue. Any use or reuse by Customer or others for any purpose whatsoever shall be at Customer's risk and full legal responsibility, without liability to Code Blue.

11. TERMINATION OF AGREEMENT BY CUSTOMER

(a) If Customer cancels a Service Order before installation, then Customer shall pay Code Blue three times the MRCs for the cancelled Service Order ("Cancellation Charge") and reimburse Code Blue for any charges incurred by third-party partners during the installation process.

(b) If Customer terminates service before the initial Term has expired by providing thirty (30) days' written notice ("Convenience Termination"), Customer agrees to pay: (i) all amounts then due and unpaid as of the effective date of termination; (ii) cancellation charges from third-party partners; (iii) all waived or discounted NRCs; (iv) all discounts or installation credits; (v) and 50% of the accumulative MRCs remaining for the unexpired portion of the initial or renewal Term.

12. EQUIPMENT RETURN POLICY

If Customer cancels an order after equipment has been shipped, the policy is: (a) returns must be approved in advance and include a numbered Return Merchandise Authorization ("RMA") issued by Code Blue; (b) submit an RMA request and provide proof of purchase; (c) returned equipment must be sent to Code Blue Corporation, Holland, Michigan in the original packaging, freight prepaid and all cartons clearly marked with the RMA number. Any damage to the equipment as a result of shipping is the responsibility

of the Customer.

13. SOFTWARE

Each Party agrees that, to the extent that it receives computer software from the other under the terms of this Agreement, it may not, and may not cause or request others to, decompile, disassemble, reverse assemble, "unlock", or reverse engineer the object code for the software or create derivative works of the software or of any related support materials, except as expressly authorized in this Agreement.

14. CONFIDENTIALITY

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information will include: all technical and business information, including without limitation all planning, pricing and offerings for products and services; other product information including but not limited to configuration and packaging details; terms and pricing under this Agreement; all information clearly identified or marked as confidential; all information identified elsewhere in this Agreement as Confidential Information; and all information a reasonable person would consider to be confidential, taking into account the circumstances surrounding its disclosure. Each party agrees not to use the other party's Confidential Information for any purpose other than the performance of this Agreement.

A party's Confidential Information will not include information that: (a) is or becomes generally known to the public through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the other receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

The parties agree to hold each other's Confidential Information in confidence during and after the Term of this Agreement permanently. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose except to the extent necessary to exercise its rights under this Agreement, and to treat Confidential Information of the other party with the same degree of care with which it would treat its own Confidential Information of a like nature, and in no case with less than a reasonable degree of care.

It shall not be a breach of this section if Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, provided the party served with such process promptly notifies the other party and provides reasonable assistance so that the other party may seek a protective order against public disclosure



(except to the extent providing such notification is legally prohibited).

Each party agrees to limit the disclosure of Confidential Information to those of its employees and agents who have a need to know such Confidential Information, and each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and shall be liable for any such disclosure or distribution.

In the event of the termination of this Agreement, any party holding Confidential Information of the other party agrees to return such Confidential Information (including any copies, summaries, derivations, or compilations) within 30 days of the request. Alternatively, the disclosing party may request that their Confidential Information be destroyed. At the request of the disclosing party, the receiving party agrees to provide a written certification (under oath) that the Confidential Information has been returned or destroyed.

15. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

Code Blue does not guarantee, represent or warrant that Customer's use of Code Blue's Service or CPE will meet the Customer's requirements, be uninterrupted, timely, secure, or without errors. Code Blue does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

Code Blue shall not be responsible for, and Customer hereby forever releases and discharges Code Blue from any liability from, any data loss due to equipment failure or arising from or related to the work or services performed by Code Blue or its employees, agents, subcontractors or hosting providers.

Customer expressly agrees that Customer's use of, or inability to use, the Service is at Customer's sole risk. Customer assumes all liability and risk for any loss of any kind whatsoever sustained by Customer in connection with the use of the Service. The Service and all products and Services delivered to Customer through the Service are (except as expressly stated by Code Blue) provided 'as is' and 'as available' for the Customer's use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Code Blue, or its directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury (personal or otherwise), loss, claim, or any direct, indirect, incidental,

punitive, special, or consequential damages of any kind, including, without limitation: (i) property damage; (ii) lost profits, revenue, savings (including anticipated savings), data, customer opportunities, business, or goodwill; (iii) business interruption; (iv) data loss or other losses arising from viruses, ransomware, cyber attacks or failures or interruptions to network systems; and (v) replacement costs, or any similar damages, whether alleged under any cause of action, theory of liability even if advised of the possibility of such damages, resulting from breach of warranty, based in contract, tort (including negligence), strict liability or otherwise, arising from the Customer's use of any of the Service, or any products procured using the Service, or for any other claim related in any way to the Customer's use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service, instruction, advice or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

The quality of work performed hereunder shall be consistent with common industry standards, government regulations and sound business practices. Code Blue is not making any other warranty for the Service provided hereunder, expressed or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Code Blue does not authorize anyone to make a warranty on Code Blue's behalf and the Customer may not rely on any statement of any third party as a warranty of Code Blue.

Code Blue is not an insurer. The amounts Code Blue charges Customer are not insurance premiums. Such charges are based upon the value of the Services, and equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Code Blue' Services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Code Blue MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Code Blue and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Code Blue nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Code Blue nor its suppliers shall have



any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Code Blue or its suppliers to pay Customer in the event of any such loss, damage or injury.

If notwithstanding the provisions of this Section 15, Code Blue is found liable for loss, damage, or injury under any legal theory due to a failure of the Services, or equipment in any respect, Code Blue's total liability to Customer for cause or combination of causes, whether arising out of claims or losses based upon contract, warranty, tort, or other legal claim (including, but not limited to negligence, gross negligence, strict liability, or any attorney fees under this Agreement) is, in the aggregate, limited to an amount no greater than ten percent (10%) of the aggregate fees payable by Customer under this Agreement during one calendar year (i.e. from January 1-December 31), or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Code Blue's failure to perform any of its obligations under this Agreement. If Customer requests, Code Blue may assume greater liability by attaching a Rider to this Agreement stating the extent of Code Blue's additional liability and the additional charges Customer will pay for Code Blue's assumption of such greater liability. However, such additional charges are not insurance premiums and Code Blue is not an insurer even if it enters into such a Rider.

The provisions of this Section 15 shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Code Blue's performance or nonperformance of obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Code Blue, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Code Blue or its suppliers in any way relating to the Services, or equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Code Blue and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

No suit or action shall be brought against Code Blue or its directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Code Blue's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or

requested) and (3) delays and/or work inefficiencies.

The provisions of this Section 15 shall apply to and benefit Code Blue and its directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors.

16. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless Code Blue and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, volunteers, licensors, service providers, subcontractors, suppliers, and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third-party due to or arising out of the Customer's breach under this Agreement or the documents they incorporate by reference, or the Customer's violation of any law or the rights of a third-party.

17. FORCE MAJEURE

Neither party shall be liable to the other party hereto for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, fire, flood, explosion, war, strike, embargo, government decree, civil or military authority, act of God, inability to obtain supplies of Services, acts or omissions of carriers and other similar events or causes.

18. 911 CLAUSE

Customer acknowledges that certain Services may not provide access to 911 or transmit the location or extension if customer attempts to access 911 in an emergency. If customer uses VoIP (Voice Over Internet Protocol)-based services, Customer is advised that emergency 911 service may not function or be available to customer with the loss of electrical power or if the broadband connection is not operational. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

19. GENERAL PROVISIONS

The provisions of this Agreement may be amended or modified only by written instrument executed by authorized representatives of the parties. All terms, provisions and conditions contained in any Service Order, communication or document from Customer, which is inconsistent with or in addition to the terms hereof, are rejected and without force of effect of any kind. Sections 8, 14, 15, and 16 shall survive termination of this Agreement, and remain in full force and effect and enforceable in accordance with their terms.



20. ENTIRE AGREEMENT

This Agreement including the Service Orders specifically referenced in this Agreement is the complete, exclusive and final statement of the terms of Agreement between the parties. This supersedes, merges and replaces any earlier understanding or Agreements between the parties.

21. PARTIAL INVALIDITY

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

22. ASSIGNMENT

Customer may not assign any rights hereunder without the prior written consent of Code Blue; any attempt to do so will be void and, at the option of Code Blue, will immediately terminate this Agreement. No assignment shall alter, release or otherwise affect any third-party guaranty of Customer's obligations. Further, any sale of a substantial interest in Customer to a third party or any change in the principals or management of Customer without the prior written consent of Code Blue, shall, at the option of Code Blue, immediately terminate this Agreement. Code Blue may assign this Agreement in whole or in part without the consent of Customer. This Agreement shall be binding upon and inure to the benefit of the successors or assigns of Code Blue.

23. GOVERNING LAW

All terms of this Agreement shall be subject to, governed, construed, and enforced pursuant to the laws of the State of Michigan, USA, without application of any conflict of laws rules. The parties agree that the proper forum, venue and jurisdiction for the resolution of dispute under this Agreement shall be in the Circuit Court of Ottawa County, Michigan or the federal district court for the Western District of Michigan.

24. ATTORNEY FEES

Except as otherwise provided, any party found by a court of law to have breached this Agreement shall be liable to the other party to pay their costs and reasonable attorney fees in connection with the enforcement of this Agreement. If both parties have been found to have breached this Agreement, then neither party shall be responsible for the payment of the other party's costs and attorney fees.

25. NOTICES

All notices required by this Agreement will be in writing and shall be deemed to have been duly given if delivered

personally, or mailed, first class mail, postage prepaid, return receipt requested. Further, notice shall be personally delivered or mailed to the following addresses: if to Code Blue at 259 Hedcor Street, Holland, Michigan 49423, and if to Customer at the address provided by Customer to Code Blue on the Service Order, or to such other address as either party shall have specified by notice in writing to the other party. The parties acknowledge that when notice has been received by a party, it shall be deemed to be given on the date of personal delivery, or when deposited in the United States mail.

26. WAIVER OF SUBROGATION

Code Blue and the Customer hereby release the other, including its directors, officers, shareholders, employees, agents, from all liability arising out of or from loss, damage or injury that is related to this Agreement to the extent any recovery by the injured Party is covered under a policy of insurance even if such liability is caused by the fault or negligence of the other Party. Further, Code Blue and the Customer agree to execute any documents to effectuate this paragraph by having their insurers waive such rights of subrogation and have the insurance policies include such a clause or endorsement.

27. WAIVER OF JURY TRIAL

CUSTOMER AND CODE BLUE BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING I OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.