

**MASTER SERVICES AND LICENSE AGREEMENT BETWEEN
SAFETYPAD and BOYNTON BEACH FIRE RESCUE**

THIS MASTER SERVICES AND LICENSE AGREEMENT (“**Agreement**”) is entered into _____ (“**Effective Date**”) by and between oPEN inc. d/b/a SafetyPAD, a Minnesota corporation with its principal place of business located at 7760 France Avenue South, 11th Floor, Minneapolis Minnesota 55435 (“**SafetyPAD**”) and **Boynton Beach Fire Rescue**, a Municipal Fire Protection and Emergency Medical Service with its principal place of business **located at 2080 High Ridge Road, Boynton Beach, FL 33426** (“**Licensee**”). SafetyPAD and Licensee may be individually referred to as a “**Party**” or collectively as “**Parties.**”

RECITALS

- A. SafetyPAD is the owner and licensor of an electronic patient care reporting system that allows first responders to accurately generate pre-hospital care documentation.
- B. Licensee provides first responder services.
- C. Licensee wishes to license from SafetyPAD, and SafetyPAD wishes to license to Licensee, a perpetual, non-exclusive license for that certain electronic patient care reporting system and other software products and related maintenance and services associated with such software products, as hereinafter provided.

NOW THEREFORE, the Parties agree as follows:

1.0 GRANT OF LICENSE

1.1 License. SafetyPAD grants a license to Licensee to use SafetyPAD’s electronic patient care reporting software (the “**Software**”) in conjunction with the Licensee’s performance of its first responder activities during the term of this Agreement, subject to the use provisions contained herein. Except as otherwise provided herein, Licensee may not assign, convey, license, re-license, sell, grant, distribute, pledge or otherwise transfer (in whole or in part, whether for profit or not), this license to any other person, corporation, firm, partnership or other entity.

1.2 Sole Right. Licensee acknowledges that SafetyPAD is the sole owner of the Software and all rights and goodwill associated therewith. Nothing in this Agreement shall give Licensee any right, title or interest in or to the Software other than those expressly provided herein.

1.3 Adverse Claims. Licensee acknowledges SafetyPAD’s ownership of the Software and shall not claim adversely to SafetyPAD, or assist any third party in attempting to claim adversely to SafetyPAD, with regard to such ownership.

1.4 Infringement. During the term of this Agreement, Licensee shall notify SafetyPAD promptly of all infringing or unauthorized uses of the Software of which Licensee becomes aware.

2.0 TERMS OF USE

2.1 Title. Licensee and SafetyPAD agree that SafetyPAD owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software, and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by SafetyPAD, Licensee, or any third party.

2.2 Transfers. Licensee shall not sell, license, sub-license, publish, display, distribute, or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without SafetyPAD's prior written consent.

2.3 Marketing. Licensee shall not use the Software or any other SafetyPAD product for its own marketing, sales, or other ancillary use without express written permission from SafetyPAD. SafetyPAD may reference Licensee in its marketing materials or website with no further notice to Licensee.

2.4 Database and Patient Care Report Ownership. SafetyPAD alone owns its proprietary database. All patient care reports belong to the Licensee, and SafetyPAD by virtue of this Agreement acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use the Licensee's data for its own purposes.

3.0 TERM

3.1 Duration. This Agreement and the license granted hereunder and pursuant to the End User License Agreement attached hereto as Exhibit A shall take effect on the Effective Date and remain in effect until terminated as provided for in Section 5.0 below.

3.2 Maintenance Agreement Term. The Maintenance Agreement set forth on the attached Exhibit B shall remain in effect under the monthly application solutions provider pricing model ("**ASP Pricing Model**") noted until otherwise terminated as provided for in Section 5.0 below.

4.0 COMPENSATION AND FEES

4.1 Compensation. Licensee shall pay SafetyPAD for the Software license and all other additional services under the Monthly Pricing and Maintenance schedule, attached hereto as Exhibit C. Charges will accrue from the specified "go-live" date or when 100 or more billable runs have been submitted through the SafetyPAD system for billing. Any additional requested on-site visits outside of those set forth in this Agreement may be subject to per diem costs for all expenses, including, but not limited to, lodging, transportation, meals, and incidentals.

4.2 Invoice. SafetyPAD shall submit to Licensee an invoice for amounts due to:
City of Boynton Beach

4.3 Due Date. Licensee shall pay SafetyPAD within thirty (30) days of the invoice date. Failure of Licensee to pay SafetyPAD within thirty (30) days of invoice date constitutes an Event of Default and subjects such overdue amounts to a 2.5% late fee.

4.4 Archival Charge. Licensee agrees to pay SafetyPAD a charge of \$0.20 per gigabyte per month, beginning five (5) years after the Effective Date, for any archival storage of Licensee data (“**Archival Charge**”). Upon written request to SafetyPAD, Licensee may export and save all records older than five (5) years in a Licensee-designated storage location to avoid the Archival Charge. In the alternative, SafetyPAD will continue to store the records and add the Archival Charge to Licensee’s monthly invoice.

5.0 TERMINATION

5.1 Events of Default. Either Party may terminate this Agreement and the licenses granted herein upon the occurrence of one or more of the following “Events of Default” by the other Party:

- a. violation of any material provision of this Agreement;
- b. termination, suspension, winding up, or liquidation of a Party’s business operations, voluntarily or otherwise;
- c. a Party becoming subject to any bankruptcy or insolvency proceeding under federal or state law; or
- d. a Party becoming insolvent or subject to direct control by a trustee, receiver or similar authority.

5.2 Notice of Breach and Time to Cure. In case of an Event of Default, the non-breaching Party shall provide written notice to the breaching Party of the Event of Default and allow the breaching Party fourteen (14) days from receipt of notice to cure said breach prior to the non-breaching party having the right to terminate this Agreement.

5.3 Licensee Termination. Notwithstanding Sections 5.1 and 5.2, Licensee may terminate this Agreement, in its sole discretion, at any time, by giving written notice to SafetyPAD at least sixty (60) days prior to the effective date of such termination. In the event of such termination, Licensee shall pay to SafetyPAD compensation for all services rendered and approved, and all expenses incurred up to the effective date of termination, including set-up and training expenses. Licensee shall not be liable to SafetyPAD for additional compensation or expenses incurred after the effective date of termination, other than as provided herein. In no event shall Licensee be liable for any consequential or incidental damages.

5.4 SafetyPAD Termination. Notwithstanding Sections 5.1 and 5.2, Licensee’s failure to timely make any payments hereunder shall be an Event of Default that constitutes good cause for SafetyPAD to terminate this Agreement with ten (10) days written notice to Licensee.

5.5 Return of Software. Within ten (10) days after termination of this Agreement, Licensee shall (i) return to SafetyPAD, at Licensee's expense, the Software and all copies thereof, (ii) delete or destroy all other copies of the Software, and (iii) deliver to SafetyPAD a certification, in writing signed by an officer of Licensee, that the Software has been returned, all copies deleted or destroyed, and use of the Software has been discontinued (the "**Termination Procedure**"). The Termination Procedure shall include and extend to SafetyPAD mobile, SafetyPAD Enterprise and any other SafetyPAD-related application. Continued use of any SafetyPAD-related product after termination will result in Licensee remaining subject to continued maintenance fees. In the event the Termination Procedure is not followed, SafetyPAD shall be entitled to receive from Licensee additional compensation equal to the pricing described in Exhibit C.

5.6 Export of Patient Care Reports. Upon termination of this Agreement, Licensee shall utilize imbedded features within SafetyPAD 'Enterprise' to export its own data in .pdf form, along with a corresponding data file (.xml). Proper planning must occur to ensure all data transfer occurs prior to the ten (10) day period set forth above. Upon Licensee confirming receipt and reconciliation of all patient care reports, SafetyPAD shall return, erase, destroy, or render unreadable all Licensee data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and upon request from Licensee, certify in writing that these actions have been completed.

6.0 CONFIDENTIAL INFORMATION

6.1 Confidential Information. The Parties are each the individual owners of trade secrets, copyrights, patent rights and other intellectual confidential rights in and to certain products, software, and technology (the "**Confidential Information**"). The Parties have or will disclose to one another the Confidential Information for the purposes contemplated by this Agreement. Each Party has or will receive the Confidential Information under the terms and conditions of this Agreement.

6.2 Protection of Confidential Information. The Parties shall each take all necessary action to protect the confidentiality of the Confidential Information of the other Party, shall hold it in strict confidence, and shall not disclose or publish or permit the disclosure or publication of it to any person or entity except as provided for in this Agreement. Without limiting the generality of the foregoing, each Party agrees to use at least the same degree of care to avoid unauthorized disclosure, use or publication of the Confidential Information as it employs with respect to its own confidential information.

6.3 Disclosure. The Parties may disclose the Confidential Information to their own employees and agents, and to others for whom it is reasonably necessary to disclose for the purposes of this Agreement; provided, however, said persons shall be advised of the provisions of this Agreement and shall agree in writing to be bound by these provisions.

6.4 Ownership and Use of Confidential Information. The Confidential Information of each Party will remain the property of that Party. No licenses or transfers of ownership or other rights are expressed or implied by this Agreement, except that the Parties may use the Confidential Information for the purposes contemplated by this Agreement. The Confidential Information shall

not be used by the Parties, directly or indirectly, for any purpose other than the purposes set forth in this Agreement. In addition, at no time shall the Confidential Information provided by the disclosing Party be utilized directly or indirectly by the receiving Party contrary to the business interests of the disclosing Party or contrary to the intellectual property rights of the disclosing Party. The disclosing Party specifically prohibits and does not grant any right to the receiving Party to disassemble or reverse engineer or decompile or otherwise fragmentize and recompile the Confidential Information.

6.5 Return of Confidential Information. Upon termination of this Agreement, or upon the request of the disclosing Party to whom the Confidential Information belongs, the Confidential Information shall be returned to the disclosing Party, including all equipment, software, technical materials, copies, notes, memoranda or other material related thereto. No copies of the Confidential Information shall be retained by the other Party or any person or entity under its direction and control.

6.6 Non- Confidential Information. Confidential Information does not include information that: (i) was known by the receiving Party prior to receipt of the information from the disclosing Party prior to the confidentiality obligation; (ii) becomes known through a third party without a confidentiality obligation; (iii) becomes public knowledge through no wrongful act of the receiving Party; or (iv) is disclosed pursuant to a requirement of a governmental agency or law; provided, however that notification of such request is made to the disclosing Party by the receiving Party.

6.7 Compliance with Law. SafetyPAD shall comply with Minnesota Statute, Chapter 325C, "Uniform Trade Secrets Act." Licensee shall comply with any applicable local, state and federal laws pertaining to the protection of trade secrets then in effect and applicable to businesses and/or government agencies operating within the state where the Licensee regularly conducts its business operations.

7.0 CHANGE ORDER REQUEST. Licensee may request changes in the services provided within the scope of this Agreement by completing a change order request. If such changes are feasible, SafetyPAD, in its sole discretion, will provide Licensee with a Change Order, which shall include the costs and time necessary to complete the Change Order. No claim for additional compensation or services shall be recognized unless contained in a duly executed Change Order. Any services added to the scope of this Agreement by a Change Order shall be executed subject to all other terms of this Agreement.

8.0 HIPAA

8.1 The Parties shall carry out their obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("**HIPAA**"), to protect the privacy of any personally identifiable protected health information ("**PHI**") that is collected, processed or learned as a result of the billing services provided hereunder. In conformity therewith, the Parties agree that they will:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to the parties of a use or disclosure of PHI by the Parties in violation of this Agreement;
 - d. Report to the other Party any use or disclosure of PHI not provided for by this Agreement of which either Party becomes aware;
 - e. Ensure that any agents or subcontractors to whom the parties provide PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Parties with respect to such PHI;
 - f. Make PHI available to either Party and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by either Party regarding the individual;
 - g. Incorporate any amendments to PHI when notified to do so by either Party;
 - h. Provide an accounting of all uses or disclosures of PHI made by the Parties as required under the HIPAA privacy rule within sixty (60) days;
 - i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the parties compliance with HIPAA; and
 - j. At the termination of the Agreement, return or destroy all PHI received from, or created or received by either Party on behalf of the other Party, and if return is infeasible, the protections of this Agreement will extend to such PHI.
- 8.2. The specific uses and disclosures of PHI that may be made by either Party on behalf of the other Party include:
- a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Parties to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by the Parties to its patients or to appeal denials of payment for same;

- d. Uses required for the proper management of the parties as business associates; and
- e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

9.0 INDEMNIFICATION

9.1 Mutual Indemnification. Each Party shall indemnify and hold the other harmless from any and all losses, damages, liabilities, claims, demands, suits, or causes of action, including attorneys' fees and expenses of defending against such claims, demands, suits, or causes of action, which may arise out of the performance of this Agreement as a result of an act of negligence or intentional acts, omissions, or wrongdoings of the Party, its employees, agents, representatives, consultants, or subcontractors.

9.2 Software Indemnification. To the extent permitted by law, SafetyPAD agrees to indemnify and hold the Licensee and its officers, directors, employees, consultants, agents and subcontractors harmless against any and all losses, damages, liabilities, claims, demands, suits, or causes of action, including attorneys' fees and expenses of defending against such claims demands, suits, or causes of action, resulting from (i) third-party claims for violations of patent rights or other intellectual property rights against the Licensee or its customers, arising out of the Software licensed pursuant to this Agreement, or (ii) third-party claims based on defects or non-performance of the Software, or breach of warranty, or representations made by SafetyPAD.

9.3 Indemnification Procedures. Promptly after receipt by either Party of notice of any demand, action, proceeding, claim or potential claim (collectively, a "**Claim**"), which would give rise to a right to indemnification, such Party shall give the Party who may become obligated to provide indemnification (the "**Indemnifying Party**") written notice describing the Claim in reasonable detail. Such Indemnifying Party shall have the right, at its option, to compromise or defend, at its own expense and by its own counsel, any such matter involving the Claim. If the Indemnifying Party shall undertake to compromise or defend any such Claim, it shall promptly notify the Party seeking indemnification of its intention to do so, and the Party seeking indemnification shall cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such Claim. All costs and expenses incurred in connection with such cooperation (other than the cost of internal personnel, and the fees and expenses of any attorneys, of the Party seeking indemnification) shall be borne by the Indemnifying Party. In any event, the Party seeking indemnification shall have the right, at its own expense to participate in the defense of such Claim. In no event shall the Party seeking indemnification compromise such Claim without the written consent of the Indemnifying Party.

9.4 Survival. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. No arbitration or other action under this Agreement may be brought by either Party against the other more than one (1) year after the cause of action arises.

10.0 NO AGENCY OR AUTHORITY. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the Parties.

Neither Party has the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other Party, whether oral or written, without the express written consent of the other Party.

11.0 UNCONTROLLABLE FORCES. Except for Licensee’s obligation to make payment hereunder, neither Party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing Party, including, but not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism, governmental actions, manufacturer’s shortages or constraints on parts or products, or any other cause beyond the reasonable control of such Party (“**Uncontrollable Force**”). In the event of such Uncontrollable Forces, the time for performance will be extended for a period of time equal to the length of the delay or inability to perform, plus an additional reasonable period to recommence performance.

12.0 ASSIGNMENT. Licensee shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiary, affiliated entity or third party, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without SafetyPAD’s prior written consent. Nothing in this Agreement shall prevent SafetyPAD from assigning or otherwise transferring any of its rights or obligations herein so long as the assignee of this Agreement assumes all obligations and liabilities hereunder.

13.0 NOTICES. All notices pertaining to this Agreement shall be delivered or mailed to such Party at their respective address as follows:

If to: **SafetyPAD**

oPEN, inc. d/b/a SafetyPAD
Attn: Josh Austin, Chief Technology Officer
7760 France Avenue South, 11th Floor
Minneapolis, MN 55435

If to: **LICENSEE**

Boynton Beach Fire Rescue
2080 High Ridge Road
Boynton Beach, FL 33426

14.0 DISPUTE RESOLUTION; VENUE. All disputes and claims relating to this Agreement, the rights and obligations of the Parties herein, and any claims or causes of action relating to the performance of either Party, shall first be referred for resolution to each respective Party’s senior management. If such persons cannot resolve the matter within sixty (60) days of commencing negotiations, then the aggrieved Party shall refer the dispute to arbitration to be held at the office of the American Arbitration Association (“**AAA**”) in Minneapolis, Minnesota or the office of the AAA nearest Licensee’s site. The arbitration shall be held in accordance with the United States Arbitration Act (9 U.S.C. § 1 et seq.) and the AAA Commercial Arbitration Rules

then in effect; provided, however, that the Parties agree that any arbitration shall be conducted under AAA's expedited procedures then in effect, regardless of the amount in controversy. Each Party may be represented by counsel in such arbitration proceeding.

The arbitration proceeding shall be conducted by one arbitrator who shall be selected by the AAA. The Parties agree to request the arbitrator to render a written decision within three (3) months of the request for arbitration or within two (2) months after appointment of the arbitrator, whichever is earlier. To the extent permitted under applicable law, such award shall be final and binding upon both Parties. Any costs, fees or expenses incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the Party resisting such enforcement. Judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the law of such jurisdiction may require or allow. Each Party shall be responsible for its own costs and expenses of arbitration.

15.0 CHOICE OF LAW. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the Licensee is located.

16.0 NO WAIVER. The failure on the part of either Party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

17.0 SEVERABILITY. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the Licensee's state, the validity of the remaining portions or provisions shall not be affected thereby.

18.0 SURVIVAL. Sections 5.5, 5.6, 6.0, 9.0, 14.0 and 15.0 shall survive the termination of this Agreement.

19.0 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties. The Licensee and SafetyPAD each represent that in entering into this Agreement each has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

20.0 ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

Exhibit A: SafetyPAD End User License Agreement

Exhibit B Maintenance Agreement

Exhibit C Monthly Pricing and Maintenance

IN WITNESS OF THE FOREGOING, this Agreement is executed Effective Date first set forth above.

**OPEN, INC. d/b/a SAFETYPAD, a
Minnesota corporation**

LICENSEE

By _____
Josh Austin
Its Chief Technology Officer

By _____
Its _____

Exhibit A
SafetyPAD End User License Agreement

This End-User License Agreement (“EULA”) is a legal agreement between (a) Licensee (either an individual or a single entity) and (b) SafetyPAD that governs Licensee’s use of any Software Product installed on or made available by SafetyPAD for use with Licensee’s SafetyPAD mobile, desktop applications or associated products (each a “SafetyPAD Product”). Other software provided by third parties and used with a SafetyPAD Product may be subject to a separate EULA. The term “Software Product,” as used in this EULA, means computer software and may include associated media, printed materials and “online” or electronic documentation. An amendment or addendum to this EULA may accompany the SafetyPAD Product.

BY DOWNLOADING OR INSTALLING SAFETYPAD MOBILE, OR CONNECTING TO THE SAFETYPAD DATABASE, LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS EULA. LICENSEE ALSO ACCEPTS THIS EULA IF LICENSEE KEEPS THE SAFETYPAD PRODUCT FOR 30 DAYS. IF LICENSEE DOES NOT ACCEPT THESE LICENSE TERMS, LICENSEE’S SOLE REMEDY IS TO DISCONTINUE THE INSTALLATION PROCESS OR RETURN UNUSED SAFETYPAD PRODUCT (HARDWARE AND SOFTWARE) TO LICENSEE’S PLACE OF PURCHASE WITHIN 30 DAYS FOR A REFUND SUBJECT TO THE REFUND POLICY OF LICENSEE’S VENDOR.

1. GRANT OF LICENSE. SafetyPAD grants Licensee the following non-exclusive rights provided Licensee agrees to and complies with all terms and conditions of this EULA:

- a.) Use. Licensee may use the Software Product license only as integrated with the SafetyPAD Product and only on a single computer at one time (“Licensee’s Computer”). Licensee may install with additional 3rd party application or software. Licensee may not separate component parts of the Software Product from the SafetyPAD Product. Licensee does not have the right to distribute the Software Product. Licensee may install the Software Product into Licensee computer devices for purposes of using the SafetyPAD Product.
- b.) Storage. The Software Product may only be stored or copied into the SafetyPAD Product and may not be separated from the SafetyPAD Product.
- c.) Reservation of Rights. The Software Product is licensed, not sold, to Licensee by SafetyPAD. SafetyPAD and its suppliers own all right, title and interest in and to the Software Product and reserve all rights not expressly granted to Licensee in this EULA. Licensee agrees to refrain from any action that would diminish such rights or would call them into question.
- d.) Freeware. Notwithstanding the terms and conditions of this EULA, all or any portion of the Software Product which constitutes non-proprietary SafetyPAD software or software provided under public license by third parties (“Freeware”), is licensed to Licensee subject to the terms and conditions of the software license agreement accompanying such Freeware whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of download. Use of the Freeware by Licensee shall be governed entirely by the terms and conditions of such license.

2. UPGRADES. To use a Software Product identified as an upgrade, Licensee must first be licensed for the original Software Product identified by SafetyPAD as eligible for the upgrade. After upgrading, Licensee may no longer use the original Software Product that formed the basis for its upgrade eligibility.

3. ADDITIONAL SOFTWARE. This EULA applies to updates or supplements to the original Software Product provided by SafetyPAD unless SafetyPAD provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail. Without limitation to the preceding terms, Licensee agrees to be bound by the terms of the AirWatch End User License Agreement (“**AirWatch EULA**”). The complete terms of the AirWatch EULA are hereby incorporated by reference, and may be reviewed at: www.air-watch.com/downloads/legal/20140701_AirWatch_EULA.pdf

4. TRANSFER.

a.) Third Party. The Software Product may only be transferred to another end user as part of a transfer of the SafetyPAD Product on which it is installed. Any transfer must include all component parts, media, printed materials and this EULA. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred product must agree to all the EULA terms. Upon transfer of the SafetyPAD Product, Licensee license is automatically terminated.

b.) Restrictions.

i. Licensee shall not rent, lease or lend the Software Product or use the Software Product for commercial timesharing or bureau use;

ii. Licensee shall not sublicense, assign or transfer the license or Software Product except as expressly provided in this EULA;

iii. Licensee shall not employ any SafetyPAD competitor to use the Software on Licensee’s behalf, view the Software or documentation, or provide management, staging, support, hosting or similar services with regard to the Software without prior written consent of SafetyPAD; and

iv. Licensee shall not permit any party, whether acting directly or on behalf of Licensee, to breach or violate any of these License Restrictions.

5. PROPRIETARY RIGHTS. All intellectual property rights in the Software Product and user documentation are owned by SafetyPAD or its suppliers and are protected by law, including but not limited to United States copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. The structure, organization and code of the Software Product are the valuable trade secrets and confidential information of SafetyPAD and its suppliers. Licensee shall not remove any product identification, copyright notices or proprietary restrictions from the Software Product or SafetyPAD Product.

6. LIMITATION ON REVERSE ENGINEERING. Licensee may not reverse engineer, decompile, disassemble or create derivative works of the Software Product, except and only to the extent that the right to do so is mandated under applicable law. Nothing contained herein shall be construed, expressly or implicitly, as transferring any right, license or title to Licensee other than those explicitly granted under this EULA. Unauthorized copying of the Software Product or failure to comply with the above restrictions will result in automatic termination of this Agreement and will constitute immediate, irreparable harm to SafetyPAD for which monetary damages would be an inadequate remedy, in which case injunctive relief will be an appropriate remedy for such breach.

7. TERM. This EULA is effective unless terminated or rejected. This EULA will also terminate upon conditions set forth elsewhere in this EULA or if Licensee fails to comply with any term or condition of this EULA.

8. CONSENT TO USE OF DATA. Licensee agrees that SafetyPAD and its affiliates or suppliers may collect and use technical information Licensee provides in relation to support services related to the Software Product. SafetyPAD and its suppliers agree not to use this information in a form that personally identifies Licensee except to the extent necessary to provide such services.

9. DISCLAIMER OF WARRANTIES. Licensee acknowledges that the SafetyPAD Product is for the collection, documentation and reporting of Emergency Medical Services data. The Software Product is offered on an "AS-IS" basis and SafetyPAD does NOT warrant that the functions contained in the Software Product will meet Licensee's requirements or that the operation of the Software Product will be uninterrupted or error free. Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware. Licensee should not use the Software Product for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAFETYPAD AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SAFETYPAD OR A SAFTEYPAD AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to Licensee in its entirety. IN NO EVENT DOES SAFETYPAD PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE WITH WHICH THE SAFETYPAD PRODUCT IS DESIGNED TO BE USED, AND SAFETYPAD DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF.

10. LIMITATION OF LIABILITY. Notwithstanding any damages that Licensee might incur, the entire liability of SafetyPAD and any of its suppliers under any provision of this EULA and Licensee's exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by Licensee for the SafetyPAD Product or US\$100.00.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SAFETYPAD OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA), EVEN IF SAFETYPAD OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Licensee.

11. U.S. GOVERNMENT CUSTOMERS. Consistent with FAR 12.211 and 12.212, Commercial Computer Software, Computer Software Documentation, and Technical Data for Commercial Items are licensed to the U.S. Government under SafetyPAD's standard commercial license.

12. COMPLIANCE WITH EXPORT LAWS. Licensee shall comply with all laws and regulations of the United States and other countries ("**Export Laws**") to ensure that the Software Product is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

13. CAPACITY AND AUTHORITY TO CONTRACT. Licensee represents that it is duly authorized to enter into this EULA.

14. APPLICABLE LAW. This EULA is governed by the laws of the United State law, State of Minnesota exclusive of conflict of law provisions and Licensee's attorney to the jurisdiction of the courts of the State of Minnesota with respect to any proceedings arising from this EULA. The Parties hereby agree that this EULA is not governed by the United Nations Convention on Contracts for the International Sale of Goods.

15. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the SafetyPAD Product) is the entire agreement between Licensee and SafetyPAD relating to the Software Product and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any SafetyPAD policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. In the event of a conflict between the English and any non-English versions of this EULA, the English version shall govern. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provision of the EULA will remain in force and effect.

Exhibit B Maintenance Agreement

This Maintenance Agreement is incorporated into the Master Services and License Agreement between SafetyPAD and Licensee.

A. Included Maintenance. Maintenance included in this agreement is as follows:

1. All Core Software and Customized Software, excluding potential ongoing 3rd party maintenance fees (such as medical device manufacturer).
2. Corrections of defects in SafetyPAD so that SafetyPAD will operate with reliable functionality and without loss of data.
3. Periodic updates to SafetyPAD that may incorporate (i) corrections of any defects, (ii) fixes of any bugs, and (iii) at the sole discretion of SafetyPAD, enhancements to the SafetyPAD. Updates will be provided either remotely or on-site based on the complexity of the upgrade.
4. 24-hour telephone support to assist the Licensee in utilizing and managing the overall use of SafetyPAD, subject to the terms set forth below. Standard response times will be within 8 hours, excluding federal holidays. On federal holidays, 24-hour technical support with 8-hour response times will be provided for system-wide critical failure of the SafetyPAD system. Email and internet-based maintenance and support are included in the Maintenance Agreement.
5. For support-related issues, Maintenance Level I is based on SafetyPAD being contacted only after a support issue is unresolved by the Licensee's internal support staff. The Licensee will follow support guidelines that have been provided to the Licensee by SafetyPAD. In the event the issue is not resolved by the Licensee using these guidelines, the issue will be escalated to SafetyPAD's support team.
6. Maintenance-related problems are usually resolved by interfacing via phone (voice or remote connection) or remote access software, such as Microsoft Terminal Services or a similar product provided and installed by SafetyPAD onto the Licensee's server.
7. Maintenance at SafetyPAD's office of a test version, including a test database, for the most recent version of the Licensee's software release.

B. Excluded Maintenance. Maintenance excluded from this Maintenance Agreement is as follows:

1. Custom Programming Services. These services may be necessary to accommodate features or functionality unique to an agency's unique needs and requirements. However, any software changes or enhancements to SafetyPAD that can be utilized by most EMS agencies may be included as part of maintenance at no additional charge.
2. End-users questions and issues pertaining to:
 - i. The general use of the hardware or non-SafetyPAD software products; and
 - ii. Licensee network functionality and performance.
3. On-site support. (See On-Site Support below).

4. On-site training.
5. Hardware and related supplies. Warranty for hardware varies on manufacturer's terms and conditions. SafetyPAD must be contacted by the Licensee in the event any hardware defects occur. If equipment is procured through SafetyPAD, defective equipment should be sent to SafetyPAD with a SafetyPAD-issued return number, unless otherwise specified by SafetyPAD. Once repaired, the hardware manufacturer or SafetyPAD will send properly configured equipment back to the Licensee. The hardware manufacturer and the Licensee will pay postage expenses.

Should SafetyPAD offer any maintenance enhancements for the Maintenance Agreement procured by the Licensee to any of its existing or future clients, those enhancements will be provided to the Licensee at no additional charge. Maintenance enhancements include any modification to the existing inclusions and exclusions outlined above, or additions that result in a greater level of maintenance and support for a particular maintenance plan.

On-Site Support

On-site support to Licensee is an optional add-on to this Maintenance Agreement. Any on-site support plan will be billed to Licensee upon such terms and conditions agreed-upon by Licensee and SafetyPAD.

**Exhibit C
Monthly Pricing and Maintenance**

Software and Integration Costs

The prices set forth below shall apply for the term of the Master Services and License Agreement between the Licensee and SafetyPAD.

Core Software and Integration.

** The following are “not to exceed” prices. At preparation of this exhibit several factors that may impact pricing were unknown.

Description of Services / Product	
Electronic Patient Care Reporting	\$ 1.15 per record
<i>Unlimited mobile installations on Android ice cream sandwich or newer OS.</i>	
<i>Unlimited user access to web-based SafetyPAD Enterprise</i>	
<i>SafetyPAD Hosted Virtual Servers</i>	
Airwatch Mobile Device Management	\$ 7.00 per device/per month
<i>Per device fee-required for Android</i>	
<i>Full administrative controls per agency (http://www.air-watch.com/)</i>	
Electronic Health Information Exchange - Hospital	Included
<i>Utilizing SafetyPAD API protocol specifications</i>	
CAD Interface	\$ 50.00 per month
<i>SafetyPAD need scope</i>	<i>Maximum price per month</i>
Other:	
NEMIS 3.0 (ONLY)	included
State Extract	
Hosting, Back-Up, Archiving	included
Data storage > 60 months	\$0.20 per GB/month
Fire RMS Interface	\$ TBD month
<i>SafetyPAD need scope</i>	
Faxing (ePCR volume)	
1-20000	Included in MDRF contract

20000-40000	\$N/A
40000-80000	\$N/A
<i>**note pricing based on current SafetyPAD hosted server, may require eFax**</i>	
Training on-site:	
Training	\$1500 per trainer/per trip
Per Day Fee	\$1900 per day (2- 3hr sessions per day)
Web Session	\$80.00 hr
<i>One (1) field web session (3 hours training)</i>	<i>\$320.00 per session</i>
Administrative training web sessions	
Min 4-6 Hours web Admin Training Plus device configuration and set-up	\$960.00
xPlore Ranger X Hardware- Android <i>Base unit, fully 'loaded'. Mounting, accessories, etc available. Pricing can be provided. http://www.xplorettech.com/products/rangerx</i>	SafetyPAD is a certified reseller for Xplore products. Contact your representative for pricing details

Fee Definitions

Annual ePCR Volume - invoices will be submitted based on the monthly total ePCR's in the database. Records with a status of "inactive" are not billed. Year-end reconciliation may be performed.

- Monthly volumes are calculated based on records written using SafetyPAD each medical-rescue dispatch.
 - An example of pricing is as follows:
 - Engine, rescue and truck are dispatched to a "man down" call. Three units are dispatched and three patient care reports are created. This is billed as three separate charges.
- If a record is written and submitted to the SafetyPAD database, it is calculated as part of the annual run volumes and applicable charges will apply.

- SafetyPAD will calculate Annual Run Volumes for ALL records in the SafetyPAD database to include Active and Inactive (or similar status) runs. Runs that are classified as “test” or “training” type runs are not calculated in the annual run volumes.
- Every patient report (ePCR) for any dispatched unit is included in the Annual Run Volume calculations when accounts are reconciled.

SafetyPAD Mobile and Enterprise - The monthly fee noted includes all components specified in the Summary of SafetyPAD features EXCEPT State Extract, CAD Integration and Fire RMS Integration. This includes but is not limited to:

- **Project Management (included in base fee)**
 - Remote Implementation and Planning Meetings
 - Up to 8 hours of initial Mobile and Enterprise configuration training and support is included in the administrative fees
 - Mobile Clinical Configuration
 - Rules/Protocol Guidelines Set-Up and Configuration (To-do list)
 - Initial Mobile Image Creation: Tablet Devices
 - Guidelines Mobile Web Page
 - Physio LifePAK12/15 ECG Configuration set-up support
 - Development, configure, Billing Extract, Auto Fax, Automation alerts
 - Remote: Go-live and Post Go-live support
 - Mobile to Mobile Configuration and Testing
 - System End to End Testing and Modifications
 - On-going maintenance upgrades: Mobile and Enterprise
 - 24/7 Tier 2 support
- **SafetyPAD Mobile**
 - ECG Interface with Medtronic LifePAK devices
 - Philips MRx, Zoll medical devices for windows (not yet Android supported)
 - Wireless SafetyPAD to SafetyPAD Transfers
 - Billing automation:
 - Android: only NEMSIS 3 formatted .xml files are available.
 - Patient Lookup module
 - Android release expected by Q3 2015
 - Autofax
 - Currently provided via SafetyPAD hosting center. Phone company changes may require pricing to be reevaluated and an eFax solution provided
 - Wireless data management- custom responsible for wireless services/payments
 - NFIRS basic Module if applicable
 - CAD interface if applicable
 - Access to all SafetyPAD mobile enhancements and releases.

- **SafetyPAD Enterprise (web-based application)**
 - Unlimited user access to all available modules
 - Data hosting via Amazon Web Services - SafetyPAD provided
 - Android offered ONLY in SafetyPAD hosted environments
 - Web-based access to all reports
 - Administrative tools for configuration
 - Redundant back-up systems
 - Vendor support for additional back-ups
 - Billing XML or API
 - Standard SafetyPAD formatted file - automated send
 - Configured to generate on customer defined triggers/periods
 - Can utilize SafetyPAD API for data extraction
 - Automated Enterprise updates
- **State Extract: NEMESIS 3**
 - For windows sites NEMESIS 2.2 and NEMESIS 3.0 are available.
 - Only NEMESIS 3.0 offered for Android products.
 - Includes up to 10 hrs of programming, review and configuration
 - SafetyPAD provides the interface application-output is a State defined XML file
 - SafetyPAD supports ONLY NEMESIS structured XML outputs
 - The Licensee is responsible for running, validating logs using SafetyPAD tools and upload submissions to State where applicable.
- **CAD Integration (If applicable)**
 - Includes up to 20 hrs of programming, review and configuration
 - Excludes 3rd party fees (from CAD Vendor or similar)
 - SafetyPAD specified XML or API structured files
- **FIRE RMS Integration (If applicable)**
 - Includes up to 15 hrs of programming, review and configuration
 - Excludes 3rd party fees (from CAD Vendor or similar)

Support Definitions

Tier 1 Support

This is the initial support level for basic customer issues. It is synonymous with first-line support, level 1 support and front-end support. The first job of a Tier I specialist is to gather the customer's information and to determine the customer's issue by analyzing the symptoms and figure out the underlying problem based on SafetyPAD administrative level training. When analyzing the symptoms, it is important for the technician to identify what the customer is trying to accomplish so that time is not wasted on "attempting to solve a symptom instead of a problem." Once identification of the underlying problem is established, the specialist can begin sorting through the possible solutions available. Technical support specialists in this group typically handle straightforward and simple problems while using knowledge of the SafetyPAD management tools. This includes troubleshooting methods such as verifying physical layer

issues, resolving username and password problems, uninstalling/reinstalling basic software applications, verification of proper hardware and software set up, and assistance with navigating around application menus. Personnel at this level have a basic to general understanding of the product or service and may not always contain the competency required for solving complex issues. Nevertheless, the goal for this group is to handle 80%-90% of the user problems before finding it necessary to escalate the issue to a higher level. The billing vendor will implement its own 1st level support process and define it to SafetyPAD and the customer.

Tier 2 Support

SafetyPAD is responsible for Tier 2 support. The agency will submit a support ticket to support@safetypad.com. Maintenance support is further set forth and detailed in Exhibit B of the Master Services Agreement. Tier 2 support is synonymous with level 2 support, support line 2, administrative level support, and various other headings denoting advanced technical troubleshooting and analysis methods. Technicians working in Tier 2 support are responsible for assisting Tier I personnel to solve basic technical problems and for investigating elevated issues by confirming the validity of the problem and seeking known solutions related to more complex issues.

Mobile Repair or Remote Mobile Computer Repair

The agency will be responsible for remote PC repair or remote computer repair. SafetyPAD technicians will install mobile software or assist clients with installations that allows its technician to access the user's desktop via the Internet or implement a hardware support process only with the user's permission. The technician can take control of the user's mouse and keyboard, transfer various diagnostic and repair applications to the user's desktop, run scans, install antivirus programs, etc. This remote software is to be installed on SafetyPAD Mobile platforms. If the remote service permits it, the technician can even reboot the PC and reconnect remotely to continue his work without the user needing to assist. The agency will implement its own hardware support process.

END OF AGREEMENT