



Contract Number

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	Thomas G. Lynch
Telephone Number	(909) 388-5823
Contractor	Hospital Association of Southern California
Contractor Representative	George Greene, President and Chief Executive Officer
Telephone Number	
Contract Term	July 1, 2022 - June 30, 2025
Original Contract Amount	\$106,012
Amendment Amount	
Total Contract Amount	\$106,012
Cost Center	1110002686

IT IS HEREBY AGREED AS FOLLOWS:

This CONTRACT is hereby entered into by and between the **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as "**ICEMA/CUSTOMER**"), and **HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA** (hereinafter referred to as "**HASC/CONTRACTOR**") for ReddiNet software and support services. ICEMA and CONTRACTOR are hereinafter collectively referred to as the "Parties".

WHEREAS, ICEMA operates through a Joint Powers Agreement as the local EMS agency for San Bernardino County, pursuant to the California Health and Safety Code, Division 2.5, Chapter 4.

WHEREAS, ICEMA desires to have services performed by CONTRACTOR; and/or

WHEREAS, HASC has established the ReddiNet® computerized emergency communications network (the "System"), to provide an emergency communications link with all participating customers.

WHEREAS, HASC is a trade association with the technical and centralized resources which enable it to effectively administer ReddiNet® system-wide support, and ICEMA wishes to participate in the System, subject to the terms and conditions set forth below.

NOW, THEREFORE, ICEMA and CONTRACTOR mutually agree to the following terms and conditions:

1. TERM OF CONTRACT

The term of this CONTRACT shall be effective on July 1, 2022 and expires on June 30, 2025, for a period of three (3) years, at a total cost not to exceed \$106,012, but may be terminated earlier in accordance with Section 7 - TERMINATION of the CONTRACT.

2. FISCAL PROVISIONS

2.1 The maximum amount of payment under this CONTRACT shall not exceed \$106,012.

2.2 Fees and Payments: HASC will invoice Customer in advance for related annual fees for software and hardware, in accordance with Appendix A (attached) for the Deliverables ordered by Customer. Additionally, Customer will pay HASC for limited access to ReddiNet for other designated Customers in San Bernardino County in accordance with Customer’s purchase order. The limited access will commence when each licensee has executed an individual software support agreement with HASC. Customer will pay HASC in accordance with the payment terms described below:

3. CONTRACTOR RESPONSIBILITIES

3.1 Deliverables: ICEMA and CONTRACTOR hereby agree that, in accordance with and subject to the terms and conditions of this CONTRACT, CONTRACTOR will provide the following items and services that are checked in the Deliverables Ordered column (the “Deliverables”):

DELIVERABLES ORDERED	DELIVERABLES
	SOFTWARE MODULES
X	Status
X	Mass Casualty Incident
X	Assessment
X	Messages
X	Bed Capacity
X	Alerts
X	Reports
X	Resource Request
	ADDITIONAL FUNCTIONALITY
X	Non-Acute Flat-Rate (up to 50)
N/A	Application Programming Interface
X	Family Reunification Center
	HARDWARE SUPPORT SERVICES
X	Dedicated ReddiNet Unit, Satellite Dish, and Connection Hardware
N/A	Alerting Hardware

3.2 Project Management

CONTRACTOR will appoint a project manager with the authority to make certain decisions relevant to the CONTRACT. He/she will have direct access to CONTRACTOR’s executive management for resolving problems beyond the project manager’s immediate authority.

The project manager will coordinate with ICEMA's project manager through periodic meetings, create the project plan and schedule, review the project and its progress, prepare project reports and review the current task list and upcoming milestones. ICEMA and CONTRACTOR have agreed that the respective project managers will be the points of contact for the CONTRACT.

4. ICEMA RESPONSIBILITIES

4.1 Project Management

ICEMA will assign a project manager as ICEMA's principal contact for this Contract, and to coordinate the activities of a team of applicable personnel designated to contribute to the implementation of the CONTRACT.

ICEMA's project manager coordinates ICEMA resources to complete tasks and activities that are ICEMA's responsibility for the CONTRACT. The ICEMA project manager is the CONTRACTOR's primary point of contact with ICEMA. Activities include management of ICEMA's staff; facilitating project schedules and meetings; timely approval and processing of invoices.

5. GENERAL CONTRACT REQUIREMENTS

5.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

5.2 Contract Amendments

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the person(s) authorized to do so on behalf of CONTRACTOR and ICEMA.

5.3 Contract Assignability

Without the prior written consent of the Parties, the CONTRACT is not assignable either in whole or in part.

5.4 Contract Exclusivity

This is not an exclusive CONTRACT. ICEMA reserves the right to enter into a contract with other contractors for the same or similar services. ICEMA does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this CONTRACT.

5.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification and Insurance Requirements.

5.6 Reserved.

5.7 Change of Address

CONTRACTOR shall notify ICEMA in writing, of any change in mailing address within ten (10) business days of the change.

5.8 Choice of Law

This CONTRACT shall be governed by and construed according to the laws of the State of California.

5.9 Reserved.

5.10 Confidentiality

CONTRACTOR shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this CONTRACT, except for statistical information not identifying any participant. CONTRACTOR shall not use or disclose any identifying information for any other purpose other than carrying out the CONTRACTOR's obligations under this CONTRACT, except as may be otherwise required by law. This provision will remain in force even after the termination of the CONTRACT.

5.11 Primary Point of Contact

CONTRACTOR will designate an individual to serve as the primary point of contact for the CONTRACT. CONTRACTOR or designee must respond to ICEMA inquiries within two (2) business days. CONTRACTOR shall not change the primary contact without written acknowledgement to ICEMA. CONTRACTOR will also designate a back-up point of contact in the event the primary contact is not available.

5.12 Reserved.

5.13 ICEMA Representative

The EMS Administrator of his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this CONTRACT, including termination of this CONTRACT, and shall be the final authority in all matters pertaining to the Services/Scope of Work by CONTRACTOR. If this CONTRACT was initially approved by the ICEMA Board of Directors, then the ICEMA Board of Directors must approve all amendments to this CONTRACT.

5.14 Damage to ICEMA and/or County Property

CONTRACTOR shall repair, or cause to be repaired, at its own cost, all damages to ICEMA and/or County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of CONTRACTOR or its employees or agents. Such repairs shall be made immediately after CONTRACTOR becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the CONTRACTOR fails to make timely repairs, ICEMA may make any necessary repairs. The CONTRACTOR, as determined by ICEMA, shall repay all costs incurred by ICEMA for such repairs, by cash payment upon demand, or ICEMA may deduct such costs from any amounts due to the CONTRACTOR from ICEMA, as determined at ICEMA's sole discretion.

5.15 Debarment and Suspension

CONTRACTOR certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). CONTRACTOR further certifies that if it or any of its subcontractors are business entities that

must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

5.16 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this CONTRACT, the CONTRACTOR agrees that the CONTRACTOR and the CONTRACTOR's employees, while performing service for ICEMA, on ICEMA property, or while using ICEMA equipment:

- 5.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- 5.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- 5.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where CONTRACTOR or CONTRACTOR's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The CONTRACTOR shall inform all employees that are performing service for ICEMA on ICEMA property, or using ICEMA equipment, of ICEMA's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for ICEMA.

ICEMA may terminate for default or breach of this CONTRACT and any other CONTRACT the CONTRACTOR has with ICEMA, if the CONTRACTOR or CONTRACTOR's employees are determined by ICEMA not to be in compliance with above.

5.17 Duration of Terms

This CONTRACT, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties, provided no such assignment is in violation of the provisions of this CONTRACT.

5.18 Reserved.

5.19 Reserved.

5.20 Improper Influence

CONTRACTOR shall make all reasonable efforts to ensure that no ICEMA and/or County officer or employee, whose position in ICEMA enables him/her to influence any award of the CONTRACT or any competing offer, shall have any direct or indirect financial interest resulting from the award of the CONTRACT or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR.

5.21 Improper Consideration

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this CONTRACT.

ICEMA, by written notice, may immediately terminate this CONTRACT if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

CONTRACTOR shall immediately report any attempt by an ICEMA employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or ICEMA. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

5.22 Informal Dispute Resolution

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this CONTRACT or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

5.23 Legality and Severability

The Parties' actions under the CONTRACT shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this CONTRACT are specifically made severable. If a provision of the CONTRACT is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

5.24 Licenses, Permits and/or Certifications

CONTRACTOR shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses, permits and/or certifications in effect for the duration of this CONTRACT. CONTRACTOR will notify ICEMA immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this CONTRACT.

5.25 Material Misstatement/Misrepresentation

If during the course of the administration of this CONTRACT, ICEMA determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this CONTRACT may be immediately terminated. If this CONTRACT is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

5.26 Mutual Covenants

The Parties to this CONTRACT mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

5.27 Nondisclosure

CONTRACTOR shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third-parties of, confidential information that is either: (1) provided by ICEMA to CONTRACTOR or an agent of CONTRACTOR

or otherwise made available to CONTRACTOR or CONTRACTOR's agent in connection with this CONTRACT; or, (2) acquired, obtained, or learned by CONTRACTOR or an agent of CONTRACTOR in the performance of this CONTRACT. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

ICEMA shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third-parties of, confidential information that is either: (1) provided by CONTRACTOR to ICEMA or an agent of ICEMA or otherwise made available to ICEMA or ICEMA's agent in connection with this CONTRACT; or, (2) acquired, obtained, or learned by ICEMA or an agent of ICEMA in the performance of this CONTRACT. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

5.28 Notice of Delays

Except as otherwise provided herein, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that Party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other Party.

5.29 Ownership of Documents

All, data, , graphics, and reports prepared by CONTRACTOR pursuant to the CONTRACT shall be considered property of ICEMA upon payment for services (and products, if applicable). All such items shall be delivered to ICEMA at the completion of work under the CONTRACT, subject to the requirements of Section 1 - TERM OF CONTRACT. Unless otherwise directed by ICEMA, CONTRACTOR may retain copies of such items.

5.30 Reserved.

5.31 Reserved.

5.32 Records

CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this CONTRACT and demonstrate accountability for CONTRACT performance. All records shall be complete and current and comply with all CONTRACT requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the CONTRACT.

All records relating to the CONTRACTOR's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this CONTRACT shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

5.33 Relationship of the Parties

Nothing contained in this CONTRACT shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

5.34 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the CONTRACT or CONTRACTOR's relationship with ICEMA and/or County may be made or used without prior written approval of ICEMA.

5.35 Representation of ICEMA

In the performance of this CONTRACT, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

5.36 Strict Performance

Failure by a Party to insist upon the strict performance of any of the provisions of this CONTRACT by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this CONTRACT thereafter.

5.37 Delegation of Authority to HASC

ICEMA delegates to CONTRACTOR the authority to enter into such agreements with vendors or suppliers as are necessary to (1) provide, service and maintain the Deliverables; (2) provide training of Customer employees in the use of the Software; (3) provide administrative support; and (4) take other such additional steps as are appropriate to accomplish the foregoing. Customer shall not directly contact any such vendor or supplier without HASC's prior written approval, and shall promptly provide HASC with any copies of correspondence, in any medium, between Customer and any such vendor or supplier. CONTRACTOR shall be fully responsible for the performance and payments of any subcontractor's Contract.

Without limitation, CONTRACTOR has entered into an equipment and service agreement regarding the provision of satellite communications services with a satellite vendor, with such vendor being referred to herein as the "Satellite Vendor," and any agreement with the Satellite Vendor being referred to herein as the "Satellite Vendor Agreement."

Prohibited Satellite Vendor Relationships

ICEMA shall not, directly or indirectly, solicit and/or contract with Satellite Vendor to provide any or all of the equipment or services covered by this CONTRACT during the term of this Contract, including any renewals hereof, and for three (3) years thereafter.

ICEMA acknowledges that (i) the restrictions contained in this Section 5.37 are necessary, fundamental, and required for the protection of CONTRACTOR, (ii) these restrictions relate to the matters which are of a special, unique and extraordinary character and which give these restrictions a special, unique value, and (iii) breach of these restrictions will result in irreparable harm and damage to CONTRACTOR which cannot be adequately compensated by monetary award. Accordingly, in addition to any other remedies available in law and/or equity, CONTRACTOR shall be entitled to the immediate remedy of a temporary restraining order, preliminary injunction or such other form of injunctive or equitable relief as may be issued by any court of competent jurisdiction to restrain or enjoin ICEMA from breaching these covenants.

The Parties hereto intend for the restrictions set forth in this Section 5.37 to be enforced to the fullest extent possible and, to the extent that the time period, scope, or any other aspect of such restrictions is determined by a court or other tribunal of competent jurisdiction to be illegal and/or unenforceable, such restrictions shall be deemed to be reformed in such a manner that the narrowest change to the time period, scope, or any other aspect of such restrictions is made as shall be required in order to avoid such illegality and/or unenforceability.

5.38 Reserved.

5.39 Termination for Convenience

ICEMA and the CONTRACTOR each reserve the right to terminate the CONTRACT, for any reason, with a sixty (60) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the CONTRACTOR for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise. CONTRACTOR shall deliver promptly to ICEMA and transfer title (if necessary) all completed work, and work in progress, including drafts, data, graphics, and reports. ICEMA shall immediately return to CONTRACTOR any Deliverables in ICEMA's possession including proprietary training and service manuals and any promotional or advertising materials relating to the Deliverables or System to CONTRACTOR.

5.40 Reserved.

5.41 Venue

The Parties acknowledge and agree that this CONTRACT was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue of any action or claim brought by any Party to this CONTRACT will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this CONTRACT is brought by any third-party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

5.42 Conflict of Interest

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CONTRACTOR shall make a reasonable effort to prevent employees, CONTRACTOR, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the CONTRACT. This provision shall not be construed to prohibit employment of persons with whom CONTRACTOR's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

5.43 Former County Administrative Officials

CONTRACTOR agrees to provide, or has already provided information on former ICEMA and/or County of San Bernardino administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former County

administrative officials who terminated ICEMA and/or County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONTRACTOR. For purposes of this provision, "ICEMA and/or County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

5.44 Disclosure of Criminal and Civil Procedures

ICEMA reserves the right to request the information described herein from the CONTRACTOR. Failure to provide the information may result in a termination of the CONTRACT. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The CONTRACTOR also may be requested to provide information to clarify initial responses. Negative information discovered may result in CONTRACT termination.

CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the CONTRACTOR will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CONTRACTOR will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

5.45 Copyright

ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, , and any other materials under this CONTRACT including those covered by copyright, and reserves the right to authorize others to use or reproduce such material except others that are considered by the CONTRACTOR to be a competitor of CONTRACTOR. All such materials developed under the terms of this CONTRACT shall acknowledge ICEMA as the funding agency and CONTRACTOR as the creator of the publication. No such materials, or properties produced in whole or in part under this CONTRACT shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of ICEMA.

5.46 Reserved.

5.47 Reserved.

5.48 Reserved.

5.49 Reserved.

5.50 Public Health Authority

ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512.

5.51 No Third-Party Beneficiaries

The Parties do not intend to confer and this CONTRACT shall not be construed to confer any rights to any person, group, corporation or entity other than the Parties.

6. INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 Indemnification

The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless ICEMA and/or the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this CONTRACT caused by CONTRACTOR, including the acts, errors or omissions of any person and for any costs or expenses incurred by ICEMA and/or the County on account of any claim except where such indemnification is prohibited by law. . The CONTRACTOR indemnification obligation applies to the ICEMA and/or County’s “active” as well as “passive” negligence but does not apply to ICEMA and/or the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

ICEMA agrees to indemnify, defend (with counsel reasonably approved by CONTRACTOR) and hold harmless CONTRACTOR and/or it authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this CONTRACT caused by ICEMA and/or the County, including the acts, errors or omissions of any person and for any costs or expenses incurred by CONTRACTOR on account of any claim except where such indemnification is prohibited by law. ICEMA and/or the County indemnification obligation applies to the CONTRACTOR’s “active” as well as “passive” negligence but does not apply to CONTRACTOR’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

In the event that ICEMA and/or the CONTRACTOR are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, ICEMA and/or the CONTRACTOR shall indemnify the other to the extent of its comparative fault.

6.2 Additional Insured

All policies, except for Worker’s Compensation, Errors and Omissions, General and Professional Liability policies shall contain additional endorsements naming ICEMA and/or the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall limit the scope of coverage for ICEMA and/or the County to vicarious liability. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

6.3 Waiver of Subrogation Rights

The CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against ICEMA and/or the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against ICEMA and/or the County.

6.4 Policies Primary and Non-Contributory

All policies except Worker's Compensation and Automobile Liability (Hired and Non-Owned Autos) required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by ICEMA and/or the County.

6.5 Reserved.

6.6 Proof of Coverage

The CONTRACTOR shall furnish Certificates of Insurance to ICEMA and/or the County Department administering the CONTRACT evidencing the insurance coverage at the time the CONTRACT is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ICEMA, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this CONTRACT, the CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. This requirement is not available on Automobile Liability.

6.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

6.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

6.9 Failure to Procure Coverage

In the event that any policy of insurance required under this CONTRACT does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA and/or the County has the right but not the obligation or duty to cancel the CONTRACT or obtain insurance if it deems necessary and any premiums paid by ICEMA and/or the County will be promptly reimbursed by the CONTRACTOR or ICEMA payments to the CONTRACTOR will be reduced to pay for ICEMA and/or County purchased insurance.

6.10 Insurance Review

Insurance requirements are subject to periodic review by ICEMA and/or the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required

insurance is not available, is unreasonably priced, or is not needed to protect the interests of ICEMA and/or the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA and/or the County, inflation, or any other item reasonably related to ICEMA's and/or the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this CONTRACT. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of ICEMA and/or the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of ICEMA and/or the County.

- 6.11** The CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If the CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- 6.11.1** Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the CONTRACTOR and all risks to such persons under this CONTRACT.

If CONTRACTOR has no employees, it may certify or warrant to ICEMA and/or the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- 6.11.2** Commercial/General Liability Insurance - The CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- A. Premises operations and mobile equipment.
- B. Products and completed operations.
- C. Broad form property damage (including completed operations).
- D. Personal injury.
- E. Contractual liability.
- F. \$2,000,000 general aggregate limit.

6.11.3 Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

6.11.4 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

6.11.5 Professional Liability - Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance - Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of ICEMA and/or the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

6.11.6 Cyber Liability Insurance - CONTRACTOR, at its sole cost and expense, shall care Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect ICEMA/the involved County entities and cover breach response cost as well as regulatory fines and penalties.

7. TERMINATION

7.1 Termination: Either Party may terminate this CONTRACT upon giving the other Party sixty (60) days prior written notice to the other Party in addition to any other remedy or right contained in this CONTRACT. This right of termination is additive to other rights of termination identified within this CONTRACT and does not preclude the exercise of those other rights.

7.2 Government Funding: Continuation of this CONTRACT is subject to the appropriation of funds for such purpose by ICEMA Board of Directors. If funds for continued payment are not appropriated, ICEMA may terminate this project and CONTRACTOR will relieve ICEMA of any further payment obligation under this CONTRACT.

8. CORRECTION OF PERFORMANCE DEFICIENCIES

8.1 Failure by either Party to comply with any of the provisions, covenants, requirements or conditions of this CONTRACT shall be a material breach of this CONTRACT.

8.2 In the event of a non-cured breach, ICEMA may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- A. Afford CONTRACTOR thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA; and/or
- B. Terminate this CONTRACT for cause, by giving written notice specifying the effective date and reason which shall be not less than fifteen (15) days after the delivery of the written notice.

9. NOTICES

Any notice required to be given by either Party to the other shall be deemed given if in writing on the date of receipt, or actual or attempted delivery, and if deposited in the United States mail, shall be sent in registered or certified form with return receipt requested, postage prepaid, addressed to the notified Party at the address set forth below, or to such other address as a Party may designate from time to time by means of notice given hereunder to the other Party.

All written notices provided for in this CONTRACT or which either Party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other Party as follows:

To ICEMA:

EMS Administrator
ICEMA
1425 South "D" Street
San Bernardino, CA 92415-0060

To CONTRACTOR:

President and Chief Executive Officer
Hospital Association of Southern California
515 South Figueroa Street, Suite 1300
Los Angeles, CA 90071-3300

Notice shall be deemed communicated two (2) working days from the time of mailing if mailed as provided in this paragraph.

10. ENTIRE CONTRACT

This CONTRACT, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive CONTRACT between the Parties hereto. Any prior contract, agreement, promises, negotiations or representations relating to the subject matter of this CONTRACT not expressly set forth herein are of no force or effect. This CONTRACT is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this CONTRACT and signs the same of its own free will.

11. ELECTRONIC SIGNATURE COUNTERPARTS

This CONTRACT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same CONTRACT. The Parties shall be entitled to sign and transmit an electronic signature of this CONTRACT (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed CONTRACT upon request.

12. FORCE MAJEURE

Neither Party to this CONTRACT shall be liable or in default for any loss, damage, or delay in its performance of this CONTRACT, except for delays in payment, if such loss, damage or delay shall be due to any cause whatsoever beyond its reasonable control, including, but not limited to, act of God, act or regulations or decrees of any government, earthquake, flood, fire, power blackout, unusually severe weather, acts of the enemy, events or war, embargo, strike, lock-out, dispute with work persons, accidental delay in transportation, shortage of fuel or supplies, inability to obtain materials, or other causes. In the event of such delay, the time for performance under this CONTRACT shall be extended for the time necessary to complete performance if the Party incurring the delay exercises due diligence as the circumstances require.

IN WITNESS THEREOF, ICEMA and CONTRACTOR have each caused this CONTRACT to be subscribed by its respective duly authorized officers, on its behalf.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

►

Curt Hagman, Chairman, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Lynna Monell, Secretary

By _____
Deputy

HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►
John Tubbs II, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Date _____

APPENDIX A - PAYMENT TERMS

ReddiNet® Pricing Schedule

July 1, 2022 - June 30, 2023

Facility	Status	MCI	Assessment	Messages	Bed Capacity	FRC	Total	Annual Fees
Inyo, Mono & San Bernardino EMS, PH, DOC, EOC/OES and ACS	Y	Y	Y	Y	Y		5	\$3,645
Northern Inyo Hospital	Y	Y	Y	Y	Y			
Southern Inyo Hospital	Y	Y	Y	Y	Y			
Mammoth Hospital	Y	Y	Y	Y	Y			
Marine Corps Logistics Base Barstow <i>(Read Only)</i>	Y				Y			
Fixed fee for up to 50 sites with Status, Assessment, and Messaging for LTCs, ASCs, Blood Banks, Clinics, Dialysis Centers, etc. and Bed Capacity for LTCs.								\$2,460

Software Subtotal

\$6,105

Facility	Upgrade Install*	Short-Haul Modem**	Jupiter	Phones (2)	Annual Fees
ICEMA-San Bernardino	\$1,000	\$393	\$11,734	\$1,656	\$14,783
SB County OES/Comm CTR	\$1,000	\$393	\$11,734	\$1,656	\$14,783

Hardware Subtotal

\$29,566

TOTAL

\$35,671

Reports, Alerts and Resource Request are available at no additional fee.

* Upgrade Installation Fees will vary depending on specific site specifications, will be invoiced at cost, not to exceed \$1,000

** Satellite Short-Haul Modem, as needed

Note: Pricing does not include California state sales and use tax, if applicable.

July 1, 2023 - June 30, 2024

Facility	Status	MCI	Assessment	Messages	Bed Capacity	FRC	Total	Annual Fees
Inyo, Mono & San Bernardino EMS, PH, DOC, EOC/OES and ACS	Y	Y	Y	Y	Y		5	\$3,755
Northern Inyo Hospital	Y	Y	Y	Y	Y			
Southern Inyo Hospital	Y	Y	Y	Y	Y			
Mammoth Hospital	Y	Y	Y	Y	Y			
Marine Corps Logistics Base Barstow (<i>Read Only</i>)	Y				Y			
Fixed fee for up to 50 sites with Status, Assessment, and Messaging for LTCs, ASCs, Blood Banks, Clinics, Dialysis Centers, etc. and Bed Capacity for LTCs.								\$2,460

Software Subtotal

\$6,215

Facility	Short-Haul Modem**	Jupiter	Phones (2)	Annual Fees
ICEMA-San Bernardino	\$405	\$12,086	\$1,707	\$14,198
SB County OES/Comm CTR	\$405	\$12,086	\$1,707	\$14,198

Hardware Subtotal

\$28,396

TOTAL

\$34,611

** Satellite Short-Haul Modem, as needed

July 1, 2024 - June 30, 2025

Facility	Status	MCI	Assessment	Messages	Bed Capacity	FRC	Total	Annual Fees
Inyo, Mono & San Bernardino EMS, PH, DOC, EOC/OES and ACS	Y	Y	Y	Y	Y		5	\$3,870
Northern Inyo Hospital	Y	Y	Y	Y	Y			
Southern Inyo Hospital	Y	Y	Y	Y	Y			
Mammoth Hospital	Y	Y	Y	Y	Y			
Marine Corps Logistics Base Barstow (<i>Read Only</i>)	Y				Y			
Fixed fee for up to 50 sites with Status, Assessment, and Messaging for LTCs, ASCs, Blood Banks, Clinics, Dialysis Centers, etc. and Bed Capacity for LTCs.								\$2,610

Software Subtotal

\$6,480

Facility	Short-Haul Modem**	Jupiter	Phones (2)	Annual Fees
ICEMA-San Bernardino	\$417	\$12,449	\$1,759	\$14,625
SB County OES/Comm CTR	\$417	\$12,449	\$1,759	\$14,625

Hardware Subtotal

\$29,250

TOTAL

\$35,730

** Satellite Short-Haul Modem, as needed

APPENDIX A-1 SPECIAL FEES

1. Satellite Repair and Field Support Fee Schedule

Demand Services or Time and Materials is defined as charges for out of scope visits to a location for repairing of physically damaged or non-operable items, disconnected cables, or other diagnosis and repair of user equipment related problems. Material will be charged at cost plus 20%. The following pricing applies to Time and Material and Hardware charges for out of scope services.

Field Support Fees:

CSN per hour	\$122
CNS travel per hour	\$50
Satellite provider per hour	\$204
Satellite provider travel per hour	179

Satellite Hardware (One-Time Replacement Costs) for User Damaged or Lost Items:

HR4860 Secure SD-WAN Gateway	\$955
HT2000 Satellite Router	\$1,005
Polycom VVX-301 Phone	\$650
Short-Haul Modems (Ethernet Extenders), per pair	\$855

In addition to the fees described above and elsewhere in the CONTRACT, ICEMA shall pay CONTRACTOR upon receipt of any invoice for any taxes, duties, excises or any other similar government charges (except those based upon CONTRACTOR'S net income), which CONTRACTOR may be required to collect or pay upon the sale, use, licensing, or delivery of the Deliverables or any other matter related to this CONTRACT.

APPENDIX B - SOFTWARE

1. SOFTWARE LICENSE

1.1 **Grant of License.** HASC hereby grants, and Customer accepts, a nontransferable, nonexclusive license to use the software modules ordered in the Agreement and the Documentation (as defined below) only in accordance with the terms and conditions in this Appendix B and the other parts of the Agreement (the “Software”).

1.2 **Limitations on License.** Except as allowed under Section 1.3 of this Appendix B, Customer may not copy, disassemble, decompile, reverse engineer, modify, translate, display, sell, sublicense, lease, rent, assign or otherwise transfer, use or make available or disclose the Software in any form, in whole or in part, to any third party, without the prior written consent of HASC. Customer will take appropriate action by instruction, agreement or otherwise with persons permitted access to the Software to satisfy its obligations under the Agreement with respect to protection of the Software.

1.3 **Copies.** If applicable, no more copies of the Software (“Copies”) may be produced by Customer in machine readable form than are necessary for the purposes of this Agreement and for back-up purposes. Customer will maintain appropriate records of the location of the Copies. Customer will reproduce and include the copyright notice or other proprietary notices of HASC on the Copies, in whole or in part, or on any form of the Software. All Copies are also subject to the provisions of this Agreement.

1.4 **Title.** Title to and all rights and interests in the Software and its code are the exclusive proprietary property of HASC and are protected by copyright, patent and trade secret laws. The original and any Copies, in whole or in part, including translations, compilations, copies with modifications, enhancements, derivative works, and updated versions are and shall remain the exclusive property of HASC. Customer will take all steps necessary to protect HASC’s proprietary rights and confidentiality in the Software, including, but not limited to, the proper display of copyright, trademark, trade secret and other proprietary notices on any copies of the Software. Except for the license granted under the Agreement, nothing in the Agreement shall be construed as transferring to Customer any right, title, or interest in the Software or any portions thereof, or as conferring any license or other right, by implication, estoppel or otherwise under any trade secrets, trademark, proprietary right, copyright, patent or otherwise. Customer shall not alter or remove from the Software or other proprietary HASC materials or data any notices or identification which indicate ownership of HASC.

1.5 **Documentation.** HASC will provide to Customer User Guides.

2. SOFTWARE SUPPORT SERVICES

2.1 HASC agrees to provide the software support services described in this Section 2 (“Software Support Services”).

2.2 The specifications for the Software shall be the documentation for the Software provided by HASC to Customer (the “Software Specifications”). HASC will use commercially reasonable efforts to correct all failures of the Software to operate substantially in accordance with their Software Specifications (“Software Error(s)").

2.3 HASC will provide enhancements and modifications to the Software that are made generally available at no additional charge to HASC's other ReddiNet® customers receiving Software Support Services similar to the Software Support Services provided hereunder. Customer must purchase any additional equipment and third-party software which HASC deems required, in its reasonable technical and business judgment, to continue the basic functionality of the Software. If Customer does not purchase such additional equipment and third-party software, HASC shall be entitled to terminate the Agreement in accordance with Section 7 of the CONTRACT. New releases and new versions of the Software (including, but not limited to, significant new software functionality which are not made generally available to HASC's other customers at no additional charge) are not provided hereunder, but will be made available at HASC's then current fees for such items. Enhancements and modifications to, and new releases and new versions of, the Software, shall be included in the definition of "Software" for purposes of the Agreement.

2.4 HASC will provide commercially reasonable telephone assistance to Customer's employees in identifying, verifying, isolating and resolving Software Errors. Such telephone assistance will be provided as a supplement to, rather than a substitute for, adequate training for Customer and its users.

2.5 HASC will not be required to correct or perform maintenance or Software Support Services for the following:

- (a) Software Errors caused by any modifications of the Software or related hardware by any party other than HASC;
- (b) problems related to hardware or software not provided by HASC;
- (c) Customer's failure to use enhancements, programming Software Error corrections, or the most current release of the Software provided by HASC;
- (d) Customer's failure to use the Software in accordance with the terms of the Agreement;
- (e) problems related to Customer's combination, operation, or use of the Software with non-HASC software or equipment unless such software or equipment was authorized by HASC; or
- (f) problems occurring in an operating environment outside of the environment recommended by HASC as follows: Adobe Flash Player version 9.0 or greater and 512 megabytes of RAM or greater.

2.6 HASC shall provide the Software Support Services in the following manner:

- (a) Nonemergency Software Support Services between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except during the following HASC holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and December 25 through December 31.
- (b) Emergency Software Support Services via telephone, 24-hours-a-day, 7-days-a-week. For purposes of the Agreement, "Emergency Software Support Services" will

mean Software Support Services required to maintain Software availability. Emergency Software Support Services do not include operator instruction, user training, or other problems which could be handled by Customer through adequate training. Customer may contact HASC by telephone for the Emergency Software Support Services at any time and HASC will make commercially reasonable efforts to respond within two hours after receiving a telephone request from Customer.

(c) HASC shall be under no obligation to provide the Software Support Services if the following occur:

- (i) Customer fails to perform its obligations in Section 2.8;
- (ii) any failure in performance or loss or damage under the Agreement due to any cause beyond either party's reasonable control;
- (iii) failure by Customer to maintain site specifications recommended in writing by HASC;
- (iv) failure by Customer to apply updates to the Software as requested by HASC;
- (v) Customer makes any addition of hardware or software for which Customer has not received prior written approval from HASC; or
- (vi) there is a failure of the Software or any part thereof which is attributable to: (A) inappropriate or unauthorized use; (B) accident, neglect, misuse or abuse; or (C) exposure of the Software to potentially harmful environmental, electrical, or operating conditions.

2.7 HASC may, as it deems required in its reasonable technical and business judgment, modify or enhance the Software.

2.8 HASC and Customer agree to the following:

(a) Customer shall designate one person and one alternate to serve as HASC's support contact (the "ReddiNet® Coordinator") and Customer's management representative, to perform certain obligations of Customer under the Agreement, and to facilitate HASC's performance of the Software Support Services. Only the ReddiNet® Coordinator will be authorized to request and receive Software Support Services provided hereunder on behalf of Customer. Customer may change its ReddiNet® Coordinator at any time by notice to HASC;

(b) Customer understands and acknowledges the need for centralized administration, maintenance, and support of the Software and agrees to utilize only the Software Support Services of HASC and its subcontractors in connection with the Software Support Services, unless otherwise approved in advance and in writing by HASC;

(c) Customer shall provide HASC with notice of changes to the Software or any other vital Software component made by any employee, contractor or agent of Customer. Such changes, without the prior express written consent of HASC, will relieve HASC of any and all obligations to provide the Software Support Services; and

(d) Customer shall operate and maintain the most current release of the Software which HASC has made available to Customer.

2.9 If HASC provides Software Support Services as a result of any of the causes listed in Sections 2.5 or 2.6(c) of this Appendix B, such Software Support Services will be provided at HASC's then-current time and materials rates, including reimbursement for travel expenses. Such rates as of the Effective Date, which are subject to change, are set forth in Appendix A.

2.10 **Reinstatement Fee.** If Customer desires to renew the Software Support Services of HASC after a period of noncoverage under the Agreement, Customer will pay HASC a reinstatement fee designated by HASC to update the Software to the then-current version. Customer will be responsible for any additional hardware or third-party software which HASC deems required to utilize the then-current version of the Software.

3. DATA AND DATA TRANSMISSION

3.1 **Data Transmission.** HASC will make commercially reasonable efforts to provide access to and use of the System.

3.2 **Data Sharing and Ownership.** Customer and HASC may share data for the purposes of this Agreement. Data that Customer produces and sends to HASC or another party pursuant to this Agreement shall remain the exclusive property of Customer ("Customer Data"). Data produced or modified by HASC, including the format and arrangement of such data, shall remain the exclusive property of HASC. Each party understands and agrees that data transmitted over the System (including Customer Data) may be shared with government and other entities and customers, and it may be subject to disclosure under public records laws.

3.3 **Data License.** Customer grants to HASC a nonexclusive, royalty-free, perpetual, worldwide license to use, reproduce, modify, sublicense and distribute Customer Data to HASC's other customers and government entities subject to the applicable government laws, regulations governing Customer Data.

3.4 **Data Warranty.** Customer shall be responsible for its Customer Data entry activities, and for the accuracy of any Customer Data delivered to HASC or another party pursuant to the Agreement. Customer represents and warrants that Customer Data is true and accurate data and information, to the best of Customer's knowledge. Customer shall promptly correct any errors in such Customer Data. HASC shall not be responsible for errors in Customer Data or data entry done by Customer, or for errors in the Deliverables that result from errors in Customer Data, data entry done by Customer or Customer's failure to comply with the Agreement. Customer is responsible for complying with applicable federal, state, or local laws and/or regulations that apply to the delivery of Customer Data to HASC and that apply to the use and/or disclosure of such Customer Data as set forth under the Agreement.

3.5 **System Disclaimer.** Customer understands and agrees that temporary interruptions to the System may occur which will prevent access to and use of the data, including during power outages, internet downtime, installation and/or maintenance of the System, and other events described in Section 12 of the CONTRACT (Force Majeure). HASC shall not be liable to Customer or any other person or entity for any interruption in the System not caused by HASC's willful misconduct.

3.6 Exclusive Remedy. In the event that data to be transmitted through the use of the Software or by or through the System is interrupted, inaccurately transmitted, or not transmitted directly as a result of HASC's failure to perform its obligations under the Agreement (collectively, "Transmittal Error(s)"), Customer's sole and exclusive remedy shall be that HASC will: (1) use commercially reasonable efforts to retransmit the data; or (2) if HASC is unable to retransmit the data, in HASC's judgment, HASC will give Customer a pro rata refund of the fees paid by Customer to HASC under this Agreement for the remainder of the term and the Agreement will terminate; or (3) if the Transmittal Error(s) results in substantial damage to Customer and HASC does not terminate the Agreement, then HASC's only obligation and sole liability to Customer shall be limited to granting Customer credits equal to Customer's reasonable out-of-pocket expenses, as reasonably mitigated by Customer, which Customer can demonstrate are directly attributable to the Transmittal Error(s) by HASC or HASC's vendors, but in no event shall such credits during any one calendar year in the aggregate exceed the lesser of: (i) three times the average monthly revenue received by HASC from Customer for the Deliverables which contained the Transmittal Error(s) over the preceding 12 months (or such lesser time if this Agreement has been in effect for less than 12 months); or (ii) Five Thousand Dollars (\$5,000).

3.7 Claim Assertion. Any claim by Customer under this Section must be asserted by Customer in writing within 30 calendar days after Transmittal Error(s), except that, if such Transmittal Error(s) is not reasonably detectable within such 30-day period by Customer in the exercise of due diligence, then such claim must be asserted no later than ten calendar days after the actual discovery by Customer of such Transmittal Error(s) and within 180 calendar days after the Transmittal Error(s). Customer agrees to supply the requested documentation necessary to support any claim asserted under this Section.

4. OTHER OBLIGATIONS

4.1 Confidentiality and Protection

(a) Customer will maintain the confidentiality of, and protect from theft and unauthorized copying, the Deliverables, any copy made of the Software, and any documentation or information regarding the Deliverables ("HASC Materials") provided to Customer. Customer shall limit access to the HASC Materials to Customer's employees, independent contractors, directors and agents with authorization for and subject to written confidentiality obligations for their use. Customer shall also maintain the confidentiality of any information or data retrieved by Customer over the System regarding any other ReddiNet® customers ("ReddiNet Customer Information"). Customer shall not disclose, publish or release any ReddiNet Customer Information to any third party, and will keep all ReddiNet Customer Information in strict confidence, unless otherwise authorized in writing by the specific ReddiNet® customer to which such ReddiNet Customer Information relates or except for ReddiNet Customer Information provided to HASC by Customer. HASC will maintain the confidentiality of, and protect from theft and unauthorized copying, any proprietary documentation or information of Customer ("Customer Materials") provided to HASC. HASC shall limit access to the Customer Materials to HASC's employees, independent contractors, directors and agents with authorization for their use. Except as is necessary for the performance of its obligations under this Agreement, HASC shall not disclose, publish or release any Customer Materials to any third party, and will keep all Customer Materials in strict confidence, unless otherwise authorized in writing.

(b) Customer shall promptly provide notice to HASC after obtaining knowledge of the existence of any circumstances surrounding any actual or suspected unauthorized knowledge, possession or use of HASC Materials or ReddiNet Customer Information and shall cooperate with HASC in taking action against unauthorized users, and HASC shall promptly provide notice to Customer after obtaining knowledge of the existence of any circumstances surrounding any actual or suspected unauthorized knowledge, possession or use of Customer Materials and shall cooperate with Customer in taking action against unauthorized users.

(c) Because of the unique nature of the HASC Materials, ReddiNet Customer Information and Customer Materials, each party understands and agrees that, in the event that either party fails to comply with any of the terms of this Section 4.2, the other party (the “Nonbreaching Party”) will suffer irreparable and extreme harm and monetary damages may be inadequate to compensate the Nonbreaching Party for such breach. Accordingly, each party agrees that the Nonbreaching Party will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Section 4.2.

4.2 Protected Health Information. The parties shall comply with the provisions of Appendix B-1 in connection with any Protected Health Information (as there defined) that HASC creates, receives, maintains, or transmits on behalf of Customer under circumstances that cause HASC to qualify as Customer’s business associate for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Standards for Privacy of Protected Health Information and the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Parts 160 and 164.

4.3 Third Party Access. HASC may provide click-through URL’s to third party sites. That site may have a privacy policy different from HASC and may provide less security than this ReddiNet site. HASC is not responsible for and assumes no liability for the products, services and content on the third-party website.

5. LIMITED WARRANTY

HASC warrants that the Software shall perform substantially in accordance with the Software Specifications for 90 days from delivery of the initial Software to Customer. HASC’s entire liability and Customer’s exclusive remedy for breach of this warranty shall be for HASC, at its option, either to: (a) return the fees paid for the Software; (b) replace Software that does not meet the limited warranty described herein and which is returned to HASC or (c) make commercially reasonable efforts to correct any Software Errors which Customer may find in the Software during the above-described warranty period and which prevent the Software from performing substantially in accordance with the Software Specifications.

6. WARRANTY DISCLAIMERS

HASC GRANTS TO CUSTOMER NO WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, OTHER THAN WARRANTIES EXPRESSLY GRANTED TO CUSTOMER IN THIS SECTION 6 OF APPENDIX B. HASC EXPRESSLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT FOR THE DELIVERABLES. HASC DOES NOT WARRANT: THAT THE FUNCTIONS CONTAINED IN THE DELIVERABLES WILL MEET CUSTOMER’S REQUIREMENTS; THAT THE OPERATION OF THE DELIVERABLES

WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ALL ERRORS OR DEFECTS IN THE DELIVERABLES WILL BE CORRECTED. HASC DOES NOT WARRANT THE ACCURACY OR TIMELINESS OF THE DATA TRANSMITTED VIA THE INTERNET.

7. LIMITATION OF LIABILITIES

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IT IS EXPRESSLY AGREED THAT HASC AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE AGREEMENT, EVEN IF HASC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF USE, LOSS OF PROFITS, TORTIOUS CONDUCT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR INTERRUPTION OF BUSINESS. HASC AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION OR OPERATION OF THE DELIVERABLES UNDER THE AGREEMENT.

7.2 HASC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION FAILURE OR NEGLIGENCE OF ITS EMPLOYEES, CONTRACTORS AND AGENTS, DEFECTIVE DELIVERABLES, FAILURE OF THE ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER, AND ANY OTHER CAUSE (INCLUDING BUT NOT LIMITED TO TORTIOUS CONDUCT, STRICT LIABILITY, AND BREACH OF CONTRACT) AND CUSTOMER'S SOLE REMEDY, SUBJECT TO THE OTHER REMEDIES PROVIDED UNDER THIS AGREEMENT, SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT IN EXCESS OF THE FEES PAID FOR THE DELIVERABLES WHICH CAUSE SUCH LIABILITY. CUSTOMER AGREES THAT SUCH LIMITATION OF LIABILITY, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXTENDS TO LOSS OF DATA, LOSS OF ACTUAL OR ANTICIPATED REVENUE, LOSS DUE TO FAILURE OF ANY SOFTWARE, HARDWARE OR COMMUNICATIONS SERVICES COMPONENT, AND/OR DAMAGE TO BUSINESS REPUTATION.

8. DEFENSE OF CLAIMS

HASC will defend Customer against any third party action against Customer that is based on a third party claim that the Software infringes a United States registered patent or copyright as of the Effective Date and shall pay any costs or damages that may be finally awarded against Customer resulting from such action, subject to Customer promptly notifying HASC in writing of any such action. HASC will not defend Customer, however, if the claim of infringement is caused by: (1) Customer's misuse or modification of the Software or System; (2) Customer's failure to use corrections or enhancements made available by HASC; (3) Customer's use of the System or Software in combination with any product or information not developed or authorized by HASC; (4) Customer's distribution, marketing or use for the benefit of third parties of the System or Software not in accordance with this Agreement; or (5) information, direction, specification or materials provided by Customer or any third party. If the Software is, or in HASC's opinion is likely to be, held to be infringing, HASC shall at its expense and option either (a) procure the right for Customer to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to be noninfringing or (d) direct the return of the Software and have the

right to terminate the Agreement. The foregoing remedies constitute Customer's sole and exclusive remedies and HASC's entire liability with respect to intellectual property claims and actions.

APPENDIX B-1 - HIPAA REQUIREMENTS

To the extent that Customer is a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively, "HIPAA"), HASC provides services to the Customer that may involve Protected Health Information (PHI), as the term is defined at 45 CFR § 160.103, and therefore HASC may qualify as the Customer's business associate under HIPAA.

For the purpose of both parties complying with HIPAA, HASC and Customer agree that:

1. **Permitted Uses and Disclosures of Protected Health Information (PHI).** HASC may use and disclose PHI for the purposes contemplated by the Agreement, as the same is amended or supplemented from time to time, and to the extent that such use or disclosure would not violate HIPAA if done by Customer. HASC also may use and disclose PHI for the proper management and administration of its business and to carry out its own legal responsibilities, as long as, in the case of any such disclosure, either:
 - (a) The disclosure is required by law; or
 - (b) HASC obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such person, and that the person will notify HASC of any instances of which it is aware in which the confidentiality of the information has been breached.

2. **HASC's Obligations.** HASC shall:
 - 2.1. Not use or further disclose Protected Health Information except as permitted or required by this Appendix, or required by law.
 - 2.2. Use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by this Appendix, including administrative, physical and technical safeguards for e-PHI that reasonably and appropriately protect the confidentiality, integrity and availability of Customer's electronic Protected Health Information.
 - 2.3. Comply with the applicable requirements of the Security Standards for Protection of Electronic Protected Health Information at 45 CFR Part 164 Subpart C.
 - 2.4. Report to Customer as soon as possible any use or disclosure of PHI not provided for by this Appendix of which HASC becomes aware.
 - 2.5. Report to Customer as soon as possible any security incident involving PHI, except that this Section shall hereby serve as notice, and no further reporting shall be required, of the regular occurrence of unsuccessful attempted security incidents.
 - 2.6. Report to Customer a breach of unsecured PHI as required by 45 CFR § 164.410.
 - 2.7. Ensure that its agents, including any subcontractor, to whom it provides PHI agree to the restrictions and conditions that apply to HASC with respect to such information

and implement the safeguards required above with respect to electronic Protected Health Information.

2.8. Upon Customer's request, make available PHI in accordance with 45 CFR § 164.524 to the extent that HASC maintains PHI in a designated record set.

2.9. Upon Customer's request, make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 to the extent that HASC maintains PHI in a designated record set.

2.10. Upon Customer's request, make available the information necessary for the Customer to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

2.11. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Customer's and HASC's compliance with their legal obligations.

2.12. Upon termination of the Agreement, return or destroy all PHI to the extent feasible, and, to the extent infeasible, extend the protections of this Appendix to such information that cannot be returned or destroyed, and limit further use and disclosure of such information to those purposes that make the return or destruction of the information infeasible.

3. Customer's Obligations.

3.1. Customer warrants that its notice of privacy practices under 45 CFR § 164.520 authorizes HASC's uses and disclosures of PHI as contemplated by the Agreement. Customer shall notify HASC of any limitation(s) in the notice of privacy practices of Customer under 45 CFR § 164.520, to the extent that such limitation may affect HASC's use or disclosure of PHI.

3.2. Customer shall notify HASC of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect HASC's use or disclosure of PHI.

3.3. Customer shall notify HASC of any restriction on the use or disclosure of PHI that Customer has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect HASC's use or disclosure of PHI.

3.4. Customer shall not request or cause HASC to use or disclose PHI in any manner that would not be permissible under the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 164 Subpart E.

4. **No Third Party Beneficiaries.** There are no third party beneficiaries of this Appendix.

5. **Breach.** Customer may immediately terminate the Agreement if it determines that HASC has violated a material term of this Appendix, and HASC fails to remedy the violation within thirty (30) days of receipt of written notice thereof.

APPENDIX C - HARDWARE AND SUPPORT SERVICES

1. HARDWARE

1.1 Configuration, Installation, Acceptance of Hardware

(a) Prior to installation, HASC shall configure all Hardware for satellite customers.

(b) HASC shall install all Hardware for satellite customers.

(c) Customer shall provide materials as described in Appendix B-1, and perform necessary pre-installation activities as designated by HASC.

(d) Following installation of the Hardware, Customer will have up to 14 calendar days to test the Hardware to confirm that it operates substantially in accordance with the Hardware Specifications. If Customer gives written notice to HASC that the Hardware does not operate substantially in accordance with the Hardware Specifications, HASC will make commercially reasonable efforts to repair or replace, at HASC's discretion, any Hardware that does not operate substantially in accordance with such Hardware Specifications during these tests. Upon completion of these tests, and if applicable, any repair or replacement of the Hardware by HASC, HASC will turn over operation of the Hardware to Customer and the Hardware shall be deemed accepted by Customer.

2. HARDWARE SUPPORT SERVICES

2.1 HASC agrees to provide the Hardware Support Services ordered by Customer in Section 3.1 of the CONTRACT as described in this Section 2 of Appendix C ("Hardware Support Services").

2.2 HASC will provide Hardware Support Services for the Hardware identified in Section I of Appendix C-1 to this Appendix. The specifications for the Hardware shall be the documentation for the Hardware provided by HASC to Customer (the "Hardware Specifications"). HASC will use commercially reasonable efforts to correct all failures of the Hardware to operate substantially in accordance with the Hardware Specifications ("Hardware Errors").

2.3 Customer must obtain and maintain the minimum Hardware configuration which is described in Section 1 of Appendix C-1 in order to operate the ReddiNet Software. HASC may change this minimum Hardware configuration from time-to-time. Customer must purchase and maintain in accordance with the manufacturers' specifications any additional hardware and third-party software which HASC deems required, in its reasonable technical and business judgment, to continue the basic functionality of the Hardware. If Customer does not purchase and maintain in accordance with the manufacturers' specifications such additional hardware and third-party software, HASC shall be entitled to terminate this CONTRACT in accordance with Section 7 of the CONTRACT.

2.4 HASC will provide commercially reasonable telephone assistance to Customer's employees in identifying, verifying, isolating and resolving Hardware Errors. Such telephone

assistance will be provided as a supplement to, rather than a substitute for, adequate training for Customer and its users.

2.5 HASC will not be required to correct Hardware Errors or perform maintenance or Hardware Support Services for the following:

- (a) Hardware Errors caused by any modifications of the Hardware by any party other than HASC;
- (b) problems related to hardware or software not provided by HASC;
- (c) Customer's failure to use Hardware Error corrections provided by HASC;
- (d) Customer's failure to use the Hardware in accordance with the terms of the Agreement;
- (e) problems related to Customer's combination, operation, or use of the Hardware with non-HASC software or hardware unless such software or hardware was installed and integrated by HASC; and
- (f) problems occurring in an operating environment outside of the environment recommended by HASC.

2.6 HASC shall provide the Hardware Support Services in the following manner:

- (a) Nonemergency Hardware Support Services between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except during the following HASC holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and December 25 through December 31.
- (b) Emergency Hardware Support Services via telephone, 24-hours-a-day, 7-days-a-week. For purposes of the Agreement, "Emergency Hardware Support Services" will mean Hardware Support Services required to maintain Hardware availability. Emergency Hardware Support Services do not include operator instruction, user training, or other problems which could be handled by Customer through adequate training or other services. Customer may contact HASC by telephone for the Emergency Hardware Support Services at any time and HASC will make commercially reasonable efforts to respond within two hours after receiving a telephone request from Customer.
- (c) HASC shall be under no obligation to provide the Hardware Support Services if the following occur:
 - (i) Customer fails to perform its obligations in Section 2.8;
 - (ii) any failure in performance or loss or damage under the Agreement due to any cause beyond either party's reasonable control;
 - (iii) failure by Customer to maintain the Hardware Specifications or other site specifications recommended in writing by HASC or the manufacturer of the Hardware;

(iv) Customer makes any addition of hardware or software for which Customer has not received prior written approval from HASC; or

(v) there is a failure of the Hardware or any part thereof which is attributable to: (A) inappropriate or unauthorized use; (B) accident, neglect, misuse or abuse; or (C) exposure of the Hardware to potentially harmful environmental, electrical, or operating conditions.

2.7 HASC may, as it deems required in its reasonable technical and business judgment, modify, enhance or replace the Hardware.

2.8 HASC and Customer agree to the following:

(a) Customer shall designate one person and one alternate to serve as HASC's support contact (the "ReddiNet® Coordinator") and Customer's management representative, to perform certain obligations of Customer under the Agreement, and to facilitate HASC's performance of the Hardware Support Services. Only the ReddiNet® Coordinator will be authorized to request and receive Hardware Support Services provided hereunder on behalf of Customer. Customer may change its ReddiNet® Coordinator at any time by notice to HASC;

(b) Customer understands and acknowledges the need for centralized administration, maintenance, and support of the Hardware and agrees to utilize only the Hardware Support Services of HASC and its subcontractors in connection with the Hardware Support Services, unless otherwise approved in advance and in writing by HASC; and

(c) Customer shall provide HASC with notice of changes to the Hardware or any other vital system component made by any employee, contractor or agent of Customer. Such changes, without the prior express written consent of HASC, will relieve HASC of any and all obligations to provide the Hardware Support Services.

2.9 If HASC provides Hardware Support Services as a result of any of the causes listed in Sections 2.5, or 2.6(c), such Hardware Support Services will be provided at HASC's then-current time and materials rates. Such rates as of the Effective Date, which are subject to change, are set forth in Appendix A.

2.10 **Reinstatement Fee**

If Customer desires to renew the Hardware Support Services of HASC after a period of noncoverage under the Agreement, Customer will pay HASC a reinstatement fee designated by HASC to update the Hardware to the then-current version. Customer will be responsible for any additional hardware or third-party software which HASC deems required to utilize the then-current version of the Hardware.

3. **HASC'S WARRANTY DISCLAIMERS**

HASC GRANTS TO CUSTOMER NO WARRANTIES, EITHER EXPRESS OR IMPLIED FOR THE HARDWARE OR HARDWARE SUPPORT SERVICES. HASC EXPRESSLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT FOR THE HARDWARE AND HARDWARE SUPPORT SERVICES. HASC DOES NOT WARRANT: THAT THE FUNCTIONS CONTAINED IN THE HARDWARE WILL MEET CUSTOMER'S

REQUIREMENTS; THAT THE OPERATION OF THE HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ALL ERRORS OR DEFECTS IN THE HARDWARE OR HARDWARE SUPPORT SERVICES WILL BE CORRECTED.

4. LIMITATION OF LIABILITIES

4.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IT IS EXPRESSLY AGREED THAT HASC OR ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE AGREEMENT, EVEN IF HASC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF USE, LOSS OF PROFITS, TORTIOUS CONDUCT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR INTERRUPTION OF BUSINESS. HASC AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAYS OR ERRORS IN OPERATION OF THE HARDWARE UNDER THE AGREEMENT.

4.2 HASC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE UNDER THIS APPENDIX B, INCLUDING WITHOUT LIMITATION FAILURE OR NEGLIGENCE OF ITS EMPLOYEES, CONTRACTORS AND AGENTS, DEFECTIVE HARDWARE OR HARDWARE SUPPORT SERVICES, FAILURE OF THE ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED UNDER THE AGREEMENT, AND ANY OTHER CAUSE (INCLUDING BUT NOT LIMITED TO TORTIOUS CONDUCT, STRICT LIABILITY, AND BREACH OF CONTRACT) AND CUSTOMER'S SOLE REMEDY, SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT IN EXCESS OF THE TOTAL FEES FOR THE HARDWARE SUPPORT SERVICES PAID BY CUSTOMER FOR THE CALENDAR YEAR DURING WHICH ANY SUCH CLAIM FOR DAMAGES MAY HAVE ARISEN. CUSTOMER AGREES THAT SUCH LIMITATION OF LIABILITY, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXTENDS TO LOSS OF DATA, LOSS OF ACTUAL OR ANTICIPATED REVENUE, LOSS DUE TO FAILURE OF ANY HARDWARE COMPONENT, AND/OR DAMAGE TO BUSINESS REPUTATION.

APPENDIX C-1 - DEDICATED REDDINET UNIT HARDWARE AND ASSOCIATED SOFTWARE

I. HASC Supported Hardware and Software

- a. Standard Desktop Personal Computer
- b. Keyboard and Mouse
- c. 22" Flat Panel Monitor
- d. Printer (where applicable)
- e. Two Uninterruptible Power Supplies (UPS)
- f. Alerting Hardware (where applicable)
- g. Audio Speakers
- h. Windows® Operating System
- i. Remote Desktop Software
- j. Virus Protection
- k. Web Browsers
- l. Satellite dish, modems, and router

II. ReddiNet® Software Minimum PC Requirements

- a. Standard Desktop or Laptop Personal Computer
- b. Web Browser

III. Customer Supported Hardware

- a. Connectivity cables between satellite equipment and PC equipment (cabling must follow an OSHPD approved route in hospitals)
- b. Emergency power for satellite and PC equipment
- c. Workspace Area

1. COMMUNICATIONS SERVICES

1.1 HASC agrees to grant a lease, and Customer agrees to lease, the communications services and related equipment that Customer ordered in Section 3.1 of the CONTRACT (the “Communications Services”) for the rates described in Appendix A. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER AGREES THAT THE EQUIPMENT CUSTOMER LEASES HEREUNDER, INCLUDING WITHOUT LIMITATION THE SATELLITE EQUIPMENT, SHALL BE USED ONLY FOR THE PURPOSES SPECIFICALLY SET FORTH IN THIS AGREEMENT AND FOR NO OTHER PURPOSE.

1.2 In accordance with Section 5.37 of the CONTRACT, HASC has contracted with a vendor (the “Satellite Vendor”) to provide certain satellite equipment and communication services as set forth in Appendix C-1 to provide the installation of satellite equipment.

1.3 Reserved.

1.4 Customers who lease satellite as a backup for Internet communications shall independently supply local Internet services.

2. COMMUNICATIONS SERVICES PROBLEMS

2.1 HASC will make commercially reasonable efforts to provide access to and use of the System using the Communications Services chosen by Customer. Customer understands and agrees that temporary interruptions to the Communications Services may occur which will prevent access to and use of the data, including during power outages, atmospheric or other interference with radio transmissions, internet downtime, satellite transmission downtime, installation and/or maintenance of the Communications Services, and other events described in Section 12 of the CONTRACT (Force Majeure). HASC shall not be liable to Customer or any other person or entity for any interruption in the Communications Services not caused by its willful misconduct.

2.2 In the event of any Transmittal Error(s) as described in Section 3.6 of Appendix B, HASC’s only obligation and sole liability to Customer shall be limited to the exclusive remedy described in Section 3.6 of Appendix B.

3. HASC’S DISCLAIMER OF WARRANTIES

HASC GRANTS TO CUSTOMER NO WARRANTIES, EITHER EXPRESS OR IMPLIED FOR THE COMMUNICATIONS SERVICES. HASC EXPRESSLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT FOR THE COMMUNICATIONS SERVICES. HASC DOES NOT WARRANT: THAT THE FUNCTIONS CONTAINED IN THE COMMUNICATIONS SERVICES WILL MEET CUSTOMER’S REQUIREMENTS; THAT THE OPERATION OF THE COMMUNICATIONS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ALL ERRORS OR DEFECTS IN THE COMMUNICATIONS SERVICES WILL BE CORRECTED. HASC DOES NOT WARRANT THE ACCURACY OF THE DATA TRANSMITTED VIA THE COMMUNICATIONS SERVICES.

4. LIMITATIONS OF LIABILITIES

4.1 **Limitation of Liabilities for Data Flow.** ACTIONS OR INACTIONS OF THIRD PARTIES MAY RESULT IN SITUATIONS IN WHICH CUSTOMER’S CONNECTION TO OR USE OF THE COMMUNICATIONS SERVICES MAY BE IMPAIRED, DISRUPTED OR DAMAGED. HASC DOES

NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE COMMUNICATIONS SERVICES AND DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH IMPAIRMENTS, DISRUPTIONS, OR DAMAGE.

4.2 **General Limitation of Liabilities**

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IT IS EXPRESSLY AGREED THAT HASC AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS APPENDIX OR THE AGREEMENT, EVEN IF HASC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF USE, LOSS OF PROFITS, TORTIOUS CONDUCT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR INTERRUPTION OF BUSINESS.

(b) HASC AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION, OR OPERATION OF THE COMMUNICATIONS SERVICES UNDER THIS APPENDIX OR THE AGREEMENT.

(c) HASC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE UNDER THIS APPENDIX, INCLUDING WITHOUT LIMITATION FAILURE OR NEGLIGENCE OF ITS EMPLOYEES, CONTRACTORS AND AGENTS, DEFECTIVE COMMUNICATIONS SERVICES, FAILURE OF THE ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED UNDER THIS AGREEMENT, AND ANY OTHER CAUSE (INCLUDING BUT NOT LIMITED TO TORTIOUS CONDUCT, STRICT LIABILITY, AND BREACH OF CONTRACT) AND CUSTOMER'S SOLE REMEDY, SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT IN EXCESS OF THE FEES PAID BY CUSTOMER TO HASC FOR THE COMMUNICATIONS SERVICES FOR THE CALENDAR YEAR DURING WHICH ANY SUCH CLAIM FOR DAMAGES MAY HAVE ARISEN.

(d) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXTENDS TO LOSS OF DATA, LOSS OF ACTUAL OR ANTICIPATED REVENUE, LOSS DUE TO FAILURE OF ANY COMMUNICATIONS SERVICES, AND/OR DAMAGE TO BUSINESS REPUTATION.

(e) IF CUSTOMER OBTAINS ACCESS TO THE SYSTEM USING ITS OWN INTERNET SERVICE PROVIDER, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING AND PAYING FOR ITS INTERNET SERVICES. HASC SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR FAILURES OF CUSTOMER TO RECEIVE OR TRANSMIT DATA OR TO USE THE SYSTEM AS A RESULT OF THE INTERNET.

APPENDIX D-1 - SATELLITE EQUIPMENT AND SERVICES

1. HASC as Intermediary

HASC is functioning as an intermediary between Satellite Vendor and Customer hereunder and, accordingly, Customer's sole recourse with respect to any disputes regarding the provision of Satellite equipment and services by Satellite Vendor in connection with this Agreement shall be against Satellite Vendor, and Customer shall specifically not take any action against HASC in that regard. To the extent that Customer has any complaint regarding the provision of such Satellite equipment and services in connection with this Agreement, Customer shall notify HASC, and Customer and HASC shall consult in good faith and use best efforts to agree upon an appropriate course of action. Customer shall not directly contact Satellite Vendor without HASC's prior approval, and shall promptly provide HASC with any copies of correspondence, in any medium, between Customer and Satellite Vendor.

2. Services and Equipment

During the term of this Agreement, Satellite Vendor will provide, and Customer will accept and pay for the satellite communication services specified in Appendix C-1 (the "Services"). As part of the Services, HASC will coordinate the lease by Satellite Vendor to Customer of the equipment described in Appendix C-1 (collectively, the "Equipment") for Customer's specified locations. In addition, as part of the Equipment lease, Satellite Vendor will provide the installation services set forth in Appendix C-1 to install and implement the Equipment at each such Customer location ("Installation Services").

From time to time, Customer may request Satellite Vendor to provide certain supplementary services for Customer, including supplementary maintenance and repair services, which are outside the scope of the Services ("Demand Services"). Whenever reasonably practicable, the parties will, prior to providing any Demand Services, develop and mutually agree in writing upon the details regarding such services. Unless otherwise specified in writing, Customer shall pay Satellite Vendor for any Demand Services provided by Satellite Vendor at the time and material charge rates set forth in Section 1 of Appendix A-1.

In the event a term(s) in any of the Attachments attached hereto are inconsistent with a term(s) in this Agreement, the latter will be deemed to control.

3. Customer Obligations

To facilitate provision of the Equipment and Services by Satellite Vendor, Customer will fulfill the following obligations:

A. Customer hereby grants Satellite Vendor and Satellite Vendor's authorized representatives access, subject to Customer's reasonable security restrictions, to Equipment and related locations and areas of Customer's facilities and premises at its remote locations, and will arrange permitted access to areas of third-party facilities and premises as required to enable Satellite Vendor to perform the Services to be provided under this Agreement. Satellite Vendor will comply with Customer's rules and regulations regarding such access, a copy of which will be furnished to Satellite Vendor by Customer promptly after execution of this Agreement.

B. Satellite Vendor reserves the right not to provide the Services with respect to any Equipment located at Customer's premises, or that of its customers, where physical access to such Equipment or other conditions at the site are determined by Satellite Vendor in its reasonable discretion to be unsafe. In such an event, Satellite Vendor shall so notify Customer, and Customer may, at its option, correct the safety problem.

C. Customer shall ensure that Satellite Vendor representatives are provided with access to electrical power, as well as direct or indirect voice access to the VCC (defined in Appendix C-1) as required for Satellite Vendor to efficiently perform the Services.

D. Customer shall ensure that Customer personnel cooperate with and assist Satellite Vendor, as required, to install the Equipment, and to troubleshoot, and isolate faults in the Equipment or the Software. Customer shall also be adequately staffed during installation and service coverage hours to assist Satellite Vendor to commission, troubleshoot, and isolate faults in, any remote terminal sites.

E. Customer shall ensure that site-environment conditions comply with the following requirements:

Indoors	
Operating Temperature	10°C to 40°C
Humidity	10% to 90%

F. Customer shall be responsible to perform all tasks assigned to it in Appendix D-2 as required for Satellite Vendor to perform the Installation Services.

G. Prior to reporting any Service faults to Satellite Vendor, HASC shall perform Tier 1 and Tier 2 troubleshooting to isolate such faults to ensure they are not caused by any hardware, software, or network equipment external to the Equipment, Software, or Services. Satellite Vendor will provide Customer a Customer Support Plan, and Customer shall be deemed to have met its obligation under this paragraph G if it has followed the troubleshooting script provided by Satellite Vendor prior to reporting a Service fault to Satellite Vendor. Solely as between Satellite Vendor and Customer, Customer shall be solely responsible to correct faults caused by such external hardware, software, or network equipment.

H. Customer shall, in a timely manner, perform any and all duties assigned to it in this Agreement, and shall provide any additional support reasonably required by Satellite Vendor to perform the Services. Customer shall also provide Satellite Vendor with reasonable access to office accommodations, facilities, equipment, personnel and other resources of Customer to the extent required by Satellite Vendor to perform the Services. Customer acknowledges and agrees that the timely performance of its duties and the provision of such any resources for which it is responsible are essential to the performance of the Services by Satellite Vendor, and Satellite Vendor shall be excused from any delay in performing, or inability to perform, its duties hereunder to the extent resulting from any failure by Customer to perform the material duties assigned to it or to provide such resources.

4. Ownership, Inspection and Risk of Loss.

This Agreement will constitute a security agreement for the benefit of Satellite Vendor with respect to all Equipment delivered or installed at Customer's location up to the date of payment, and Customer hereby authorizes Satellite Vendor to sign and file on behalf of Customer any financing statements or other documents that may be necessary to perfect such security interest.

APPENDIX D-2

SERVICES SCHEDULE

1. Overview of Services

Satellite Vendor will provide full duplex point-to-multipoint satellite communications services and the VSAT equipment as described in Appendix C-1 (respectively, “Services” and “Equipment”), during the term of this Agreement and, in accordance with the terms of this Agreement, establish a satellite communications network between a Satellite Vendor Network Operations Center (the “NOC”) and HASC’s designated locations in the contiguous United States.

2. Description of Services

2.1. Operations. Hub and network operations centers are staffed 24 hours per day, 365 days per year, with Satellite Vendor technical support personnel. The Enterprise Service Center (“ESC”) is responsible for network operations and management including configuration management and field dispatch. The ESC is also responsible for onsite maintenance and management of the Hub facilities.

2.2. Installation Services

A. Permits and Approvals. Customer will obtain any landlord approvals, if required, for the Service.

B. Planning and Scheduling. Installations will be performed according to a detailed installation schedule to be developed and maintained by Satellite Vendor, with the cooperation of Customer. Based upon the mutually approved installation schedule, the Satellite Vendor installation management team will develop an installation schedule, which will include schedules for site survey reports, to the extent Satellite Vendor and Customer determine they are necessary, site preparation, and installation/commissioning of the Equipment.

The parties agree that additional time may be required for installation if Satellite Vendor encounters delays in obtaining any necessary permits or variances, or if nonstandard installations (as defined herein) are required. Installations are ordinarily scheduled for completion during normal working hours within a two (2) week period. Customer personnel will provide access to the site during normal business hours, and occasionally after normal business hours to allow timely completion of the installation.

In order to allow necessary time for installation planning, the actual installation date for each site will be determined in relation to the date Customer notifies HASC that any necessary landlord approvals have been secured. Satellite Vendor will use commercially reasonable efforts to complete installations within sixty (60) days after receipt of such notification.

C. Site Survey. HASC/Satellite Vendor will perform a site survey to identify technically suitable locations for installing the indoor and outdoor Equipment and cables, unless HASC decides that a Site Survey is unnecessary.

D. Site Preparation. For sites identified as requiring preparation by Satellite Vendor and Customer, Satellite Vendor will perform the following tasks:

(1) Construct a standard antenna mounting point of the standard type (as described in Paragraph 2 of Appendix C-1, if requested and appropriate.

(2) Provide suitable access for the connecting cable from the exterior of the building to the interior and through any concrete, masonry, or fire barrier walls between the indoor and outdoor units.

E. Cancellation. In the event Customer cancels a scheduled installation with less than seven (7) days prior notice, Customer will pay the site cancellation charge set forth in Section 1 of Appendix A-1.

2.3. Space Segment. Transponder capacity to support the Customer's communication network will be provided on a Ka-band satellite.

2.4. Remote Maintenance.

A. **[Intentionally Blank]**

B. Corrective Maintenance. Satellite Vendor will provide corrective maintenance for Customer in accordance with the terms provided in this Agreement. Satellite Vendor will restore Customer's malfunctioning Equipment to good working condition by performing the following corrective maintenance as required:

- (1) Diagnostic testing to determine the existence and cause of the malfunction
- (2) Removal and replacement of any malfunctioning field replaceable unit ("FRU")
- (3) Reorientation (repointing) of the antenna subsystem in the event of misalignment
- (4) Repair or replacement of Equipment interconnecting cables
- (5) Reloading initializing instructions and recommissioning
- (6) Verification of proper operation and completion of service report
- (7) Notification to the VCC and the Customer host that Equipment has been restored to operational status

C. Service Coverages and Response Times. Satellite Vendor shall have no obligation to provide any enhanced service coverage, except by mutual written agreement of both parties (including payment to Satellite Vendor of an additional, agreed upon charge) beyond Continuous Service Coverage (24 hours per day, 365 days per year), as described herein.

After authorization of field Service dispatch, Satellite Vendor will dispatch a customer service representative ("CSR") to be onsite at Customer's premises.

Response times will be met for at least 90% of all customer service calls placed in a given calendar month.

D. Spare Parts Support. Spares will be provided as part of this Agreement. An inventory of spare parts will be prepositioned at Satellite Vendor-designated local maintenance facilities that cover Equipment sites used by Customer.

Spares for the Equipment antenna subsystem, including reflectors, mounts, and modems will be centrally stocked at a designated location in the continental United States.

Satellite Vendor will replace malfunctioning Equipment components on a one-for-one exchange basis with a functionally equivalent spare part.

E. Remote maintenance does not include any of the following services, unless specifically requested by Customer, in which event the Demand Services rates specified in Appendix A-2 apply.

(1) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault, or negligence of the Customer, or causes external to the Equipment, including, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure, or malfunction of data communication Equipment not provided to Customer by Satellite Vendor, or from any cause other than intended and ordinary use.

(2) Changes, modifications, or alterations in or to the Equipment by anyone other than Satellite Vendor other than Satellite Vendor-approved upgrades and configuration changes

(3) Deinstallation, relocation, or removal of the Equipment or any accessories, attachments, or other devices