SUPPLIER AGREEMENT FOR GENERAL SERVICES
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
AND
BLUE WATER TECHNOLOGIES
Contract #: 5500000521

This AGREEMENT FOR SERVICES is made between **THE REGENTS OF THE UNIVERSITY OF MICHIGAN ("University"), a Michigan Constitutional Corporation**, Ann Arbor, Michigan, and **BLUE WATER TECHNOLOGIES, Southfield, MI** ("Supplier").

The following terms and conditions shall be observed. Any Supplier terms and conditions included with Supplier's invoice or any other document provided by Supplier shall be of no effect.

1.0 Description of Services. Supplier hereby agrees to provide audio visual services, "Services" defined in Exhibit A and to comply with all "Specifications", which may be included in the Services description at Exhibit A. The University shall use reasonable efforts to direct applicable request of such Services to Supplier under this Agreement. Unless otherwise expressly stated herein, this Agreement does not confer on Supplier the right to be the exclusive provider of the Services to the University.

2.0 Term. The initial term of this Agreement will begin on September 28, 2015 and end on October 31, 2017 or until satisfactory completion of services, whichever occurs first. At the end of the initial term, this Agreement will be evaluated. If the parties agree that it is a mutually beneficial relationship, the Agreement may be extended in writing for up to two additional months. Time is of the essence in this Agreement.

3.0 Performance Standard. Supplier agrees to perform the Services described in this Agreement to the satisfaction of the University and with the standard of care and skill of an expert regularly rendering Services of the type required by this Agreement, and in conformance with all applicable federal, state, local and University law, regulation, ordinance and license.

4.0 Warranties and Representations of Supplier. Supplier acknowledges that the University is relying on these representations and warranties as essential elements to this Agreement, representing as they do, material inducements, without which the University would not have entered into this Agreement.

4.1 General Services Warranty. Supplier warrants that all Services provided shall conform to the level of quality performed by experts regularly rendering this type of Service. Supplier warrants for ninety (90) days after accepted completion of a requested Service that its Services are fully satisfactory to the University and will repair, replace or redo at no additional cost to the University any unsatisfactory Services.

4.2 Qualifications. Supplier warrants that it, as well as its employees, agents and subcontractors engaged to provide items or Services under this Agreement (collectively "Supplier Personnel"), has and will maintain all the skills, experience, and qualifications necessary to provide the Services contemplated by this Agreement, including any required training, registration, certification or licensure.

The required qualifications, by way of example only and without limitation, shall expressly include (a) all qualifications identified in Exhibit A.

4.3 Conflict of Interest. Supplier warrants that to the best of Supplier's knowledge, there exists no actual or potential conflict between Supplier and the University, and its Services under this Agreement, and in the event of change in either Supplier's private interests or Services under this Agreement, Supplier will inform the University regarding possible conflict of interest which may arise as a result of the change. Supplier also affirms that, to the best of Supplier's knowledge, there exists no actual or potential conflict between a University employee and Supplier.

4.4 Nondiscrimination. Supplier warrants that Supplier is an equal opportunity employer and that, during the performance of this Agreement, it will comply with Federal Executive Order 11246, as amended, The Rehabilitation Act of 1973, as amended, and the respective regulations thereunder, and the Michigan Civil Rights Act of 1976.

4.5 Good Standing. Supplier warrants that Supplier is a legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Michigan.

4.6 Noninfringement. Supplier warrants that the Supplier's Services and/or the University's use of products, processes, techniques and methodologies provided by Supplier or developed by Supplier shall not infringe upon the copyright, patent or other proprietary rights of others.

4.7 Not Excluded. Supplier warrants that neither Supplier, nor, to the best of Supplier's knowledge, Supplier Personnel and/or any of its Principals; is excluded from participating in the Medicare or Medicaid program nor currently debarred, suspended, proposed for debarment, declared ineligible for the award of contracts by any U.S. Federal agency or listed in the U.S. Government System for Award Management (SAM) (www.SAM.gov) in accordance with Executive Orders 12549 and 12689, *"Debarment and Suspension"*. Supplier shall immediately notify the University if it or Supplier Personnel and/or any of its Principals becomes debarred or suspended during the term of this Agreement.

Supplier further represents that no adverse action by the federal government that will or may result in exclusions from a federal health care program has occurred or is pending or threatened against Supplier or its affiliates, or to the best of its knowledge, against any Supplier Personnel. Supplier agrees that it shall not perform any act that shall cause Supplier to be excluded from a federal health care program or debarred, suspended or listed in the U.S. Government System for Award Management (SAM) as excluded from participating in Federal Procurement or Nonprocurement Programs during the term of this Agreement.

"Principals" for the purposes of this certification, means officers; directors; owners; partners; principal investigators; and persons having primary management or supervisory responsibilities with a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

4.8 Bonded. Supplier warrants that it is bonded as may be required by law for the Services.

5.0 Financial Arrangement. The detailed financial arrangement is in Exhibit B.

6.0 Termination.

6.1 Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided the breach continues for thirty (30) calendar days ("Cure Period") after receipt by the breaching party of written notice of the breach from the non-breaching party. Cure of the breach within the Cure Period shall continue the Agreement in full force and effect, provided however three (3) breaches of a material provision are an independent material breach not subject to cure.

6.2 Immediate Termination. The University shall have the right to terminate this Agreement immediately upon notice to Supplier should any of the following situations occur:

6.2.1 Supplier or Supplier Personnel do anything to harm the business reputation of the University;
6.2.2 Supplier or any Supplier Personnel is excluded from a federal health care program;
6.2.3 If any warranty or representation of the Supplier in this Agreement is or becomes false or untrue;
6.2.4 A person's health or safety is or may be in imminent and serious danger due to the actions or inaction of Supplier or Supplier Personnel;
6.2.5 There may be imminent and serious harm to the environment or the University property from Supplier's acts or inactions or those of Supplier Personnel; or
6.2.6 The University reasonably determines Supplier has violated a law in providing the Services.

6.3 Effect of Termination. Upon notice of termination for any reason, Supplier shall cease all activity. Supplier has sixty (60) days from the date of termination to submit final invoices for final satisfactory Services under this Agreement. University will have no obligation to assist in billing issues or issue payment under the terms of this Agreement for invoices submitted after the sixty (60) day period.

6.4 Without Cause Termination. It is expressly understood and agreed that the University may terminate this Agreement, with or without cause, by providing at least thirty (30) calendar days advance written notice of the termination date to the Supplier.

6.5 Change in Law. If, subsequent to the execution of this Agreement, it is determined by either party's legal counsel that this Agreement or any of its provisions may violate or does violate any law, rule, or regulation, the parties agree to renegotiate the provision(s) so that it (they), as well as this entire Agreement, complies with the law, rule or regulation. If the parties are unable to come to an agreement within thirty (30) calendar days, either party may, without further notice, immediately terminate this Agreement.

7.0 Compliance with Laws, Policies & Procedures. Supplier is advised that the University has established a compliance program to assure compliance with applicable laws and University policies designed to prevent and detect fraud, waste, and abuse. To the extent applicable to the Services, Supplier shall fully comply with all federal, state, local, and University laws, rules, regulations, ordinances, policies and licenses, including applicable building policies and procedures, the University's Ordinances (reference website http://www.umich.edu/~regents/ordinance.html) and any standards of the Centers for Medicare and Medicaid Services ("CMS"), Michigan Department of Community Health ("MDCH") and The Joint Commission , all as may be amended from time to time. Supplier acknowledges that

Information about (1) the UMHS Compliance Program, (2) UMHS policies and procedures, (3) federal and state false claims and false statements laws, as well as (4) information about whistleblower protection under these laws, is available at http://www.med.umich.edu/vendors/. Supplier agrees to further disseminate information about applicable University policies, as necessary, to ensure that all Supplier Personnel and subcontractors, as applicable, involved in performing the Services are aware of the existence and location of applicable University policies as well as how and where to make reports to the University regarding any compliance concerns. To the extent that University policies provide for reviews or audits of claims or services arising from this Agreement, Supplier agrees to participate in such audit insofar as it is relevant and applicable to Supplier and Supplier Personnel's interaction with University. If Supplier identifies potential non-compliance with any applicable laws, regulations or policies in connection with the provision of the Services, Supplier shall promptly contact the University of Michigan Compliance Hotline at 866-990-0111 and provide details concerning the suspected wrongdoing sufficient to facilitate an investigation by University.

Supplier shall be solely responsible for insuring that any recommendations made in connection with the Services comply with all applicable federal, state, local and University laws, rules, regulations, policies and procedures. Unless otherwise expressly provided for in this Agreement, Supplier shall obtain and comply with all permits, licenses and similar authorizations that are necessary to provide the Services. By executing this Agreement, Supplier warrants and represents that it has all legally required licenses and permits needed to perform the Services.

8.0 Patents, Copyright, Data and Documents.

8.1 Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with this Agreement, Supplier shall furnish to the University, within thirty (30) days of the creation or conception, the complete information with respect to such invention or discovery and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Supplier shall, at the University's expense, execute (or cause to be executed) all documents and do (or cause to be done) all things necessary or proper with respect to such patent application, including causing Supplier Personnel to do the same.

8.2 All materials conceived or prepared by Supplier under this Agreement including but not limited to any and all notes, designs, drawings, memoranda, reports, computer programs and code (including supporting data), and the technical data, if any, furnished by Supplier pursuant to this Agreement or developed by the Supplier in connection with the performance of Services ("Work Product") shall be the property of the University. All Work Product shall be delivered to the University upon demand, and the University shall have the right to use Work Product for any purpose that it may deem desirable without the necessity of further compensating Supplier or any other person or persons for their use.

Supplier hereby grants to the University all rights, title and interest in and to all Work Product, and Supplier agrees that Work Product shall be considered "works made for hire" made exclusively for the University under U.S. copyright laws. Supplier shall execute all documents and do all things necessary or proper to give full effect to the provisions of this section. In the event any Work Product shall not be a work for hire under the U.S. copyright laws, Supplier and Supplier Personnel hereby assign to the University all rights, title and interest in the work and agree to execute whatever

assignment of copyright and ancillary and confirmatory documents as may be required or appropriate to transfer exclusive title in the Work Product and any copyright in it to the University.

8.3 If this Agreement is funded under a Government Prime Contract or Grant, which provides a different disposition for 8.1 and 8.2 above, the latter will govern.

9.0 Insurance Coverage and Levels. Unless more specific insurance provisions are attached, Supplier shall, at Supplier's expense, obtain and maintain the following coverage's:

9.1 Commercial general liability insurance, including contractual products and completed operations insurance ($1 million per occurrence/$3 million annual aggregate).

9.2 Professional Liability/Errors and Omissions Insurance with limits not less than $1 million per occurrence and $2 million annual aggregate if the activity is deemed professional in nature or performed by someone with a professional designation and is excluded from the Commercial General Liability Insurance.

9.3 Worker's Compensation at statutory limits in accordance with the appropriate State of jurisdiction including Employer's liability (with minimum $500,000).

9.4 Automobile liability for owned, non-owned and hired vehicles minimum limit ($1 million each accident).

9.5 Supplier agrees to have the Regents of the University of Michigan added as additional insured with respect to Commercial General Liability Insurance for purposes of contract performance and any personal or property damages arising out of Agreement.

9.6 Supplier agrees to provide the University with thirty (30) days prior written notice of any reduction in limits or cancellation of any of the above insurance.

9.7 If any of the required insurance is on a "claims made" basis and is cancelled during the term of this agreement, Supplier agrees to purchase **tail coverage** or **prior acts coverage** so that such insurance is in effect from the date the Agreement is executed to three (3) years after its termination.

9.8 Supplier shall provide the University with a certificate of the above insurance coverages and amounts. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of it will not relieve the Supplier of its liabilities and obligations under this Agreement.

10.0 Indemnity. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students (if the University) from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.

The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and

settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.

11.0 Audit. The Supplier is responsible for keeping accurate and reasonable records related to its performance and obligations under this Agreement. In particular, records will be kept documenting any price, cost or budget computations required under the Agreement. The Supplier agrees that the University or its duly authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of the Agreement. The Supplier shall make available to the University or its agents all such records and documents for audit on the Supplier's premises during regular and reasonable working hours within ten (10) business days of a written request for availability. Supplier agrees to either (a) allow the University to make and retain copies of those documents useful for documenting the audit activity and results or (b) sequester the original or copies of those documents the University identifies for later access by the University. The Supplier further agrees to disclose within ninety (90) days of receipt any independent auditors' reports, which bear directly on the performance or administration of this Agreement.

The right to audit shall include periodic examinations of records throughout the term of the Agreement and for a period of three (3) years after its termination. The right to audit shall also apply to agents and subcontractors hired by the Supplier for the purpose of fulfilling the Agreement. In the event that audits discover substantive findings related to fraud, misrepresentation or non-performance, the University may recoup the costs of the audit work from the Supplier.

12.0 Confidentiality. Supplier shall keep confidential and not disclose to third parties any information developed or created under this Agreement or provided by the University or by private individuals, organizations or public agencies pursuant to this Agreement, including protected financial information under Gramm-Leach-Bliley Act, unless Supplier has received the prior written consent of the University to make the disclosure or unless required by law or legal process. Only Supplier Personnel with a need to know may have access to or use University information.

This obligation of confidentiality does not extend to information that is or shall become through no fault of Supplier available to the general public.

13.0 Removal of Supplier Personnel. All Supplier Personnel shall have a background appropriate for the location and the type of work to be performed by the individual, including without limitation any disqualifying criminal background. If the University becomes aware that Supplier or any Supplier employee, agent or contractor (collectively "Supplier Personnel") (a) does not have the background appropriate for the location and type of work to be performed by the individual, or (b) repeatedly fails, in the University's sole discretion, to perform in a competent manner, the Supplier Personnel shall no longer be acceptable to the University. Under either circumstance, after the University notifies Supplier in writing citing the grounds and specific supporting facts. Supplier shall no longer schedule the Supplier Personnel to provide or support Services for the University under this Agreement or any other Agreement with the University. The University, in its sole discretion, may modify this prohibition upon presentation in writing by Supplier of adequate reasons and facts for modifying the prohibition.

If Supplier learns during the term of this Agreement of any lapse in qualifications of any of the Supplier Personnel to meet the warranted qualifications it must immediately remove the affected

personnel whose qualifications have lapsed and inform the University of the date when the affected personnel was no longer qualified to provide the Services being performed by them.

14.0 Operational Matters.

14.1 On-site Supplier Personnel shall follow and adhere to the University policies and procedures applicable to the provision of the Services including, by way of example only and without limitation (a) sign-in procedures, (b) identification badges, (c) executing confidentiality statements, (d) participation in any required training, parking regulations. Supplier acknowledges receipt of The University of Michigan Health System Policy 01-04-008 "Vendor Visitation and Interaction" and agrees to abide by the applicable terms and conditions of the policy. For policy see website link http://www.med.umich.edu/vendors/policies/VendorVisitation.htm

14.2 Except as otherwise expressly provided in this Agreement, Supplier shall be responsible for payment of all business expenses incurred while providing the Services.

14.3 Supplier agrees to timely cooperate and assist with any applicable performance improvement and quality assurance activities of the University as they may relate to the Services.

14.4 Supplier Cooperation. Supplier shall cooperate and make adjustments as necessary in the methods and timing for provision of Services under this Agreement so that other Suppliers and University personnel can perform their independent obligations to the University.

14.5 Limitation on Supplier Personnel. Supplier agrees that unless otherwise approved by the University in writing in advance, no Supplier Personnel shall provide services if any of the following have occurred: (a) any *applicable* registration, certification, licensure (including where applicable, Medicare/Medicaid provider status) of Supplier Personnel, in any state, is or has been threatened with limitation, suspension, revocation or exclusion; (b) any *applicable* registering, certifying, or licensing board reprimands, sanctions or otherwise disciplines Supplier Personnel; or (c) a negligence or malpractice claim related to the provision of the Services or similar services has been asserted against Supplier Personnel.

14.6 Access to Books and Records. The parties agree that *if* this Agreement is subject to the Medicare statutes and regulations governing access to books and records of subcontractors (Section 952 of the Medicare and Medicaid provisions of the Omnibus Reconciliation Act of 1980, which amends section 1861(V) (1) of the Social Security Act), Supplier shall retain and, for four (4) years after Services are furnished by Supplier, shall allow the authorized representatives of the Comptroller General, the University, and the Department of Health and Human Services access to this Agreement and to the books, records, and other documents of Supplier that are necessary to verify the nature and extent of the costs of the Services. In the event Supplier receives a request for access, Supplier agrees to notify the University immediately and to consult with the University regarding what response will be made to the request. This Agreement to provide access shall continue for four (4) years after the Services are terminated.

If Supplier carries out any responsibilities under this Agreement through the use of a subcontractor, including any organization related by ownership or control with Supplier, when the subcontract is worth or costs $10,000 or more over a twelve (12) month period,

Supplier shall obtain and forward to the University the subcontractor's written promise to be bound as Supplier is under this same access Agreement.

15.0 Duties of the University. Except as otherwise expressly provided in this Agreement, the University will furnish Supplier with the space, facilities and accommodations, the University deems reasonably necessary to support Supplier in the provision of the Services contemplated by this Agreement.

16.0 Miscellaneous.

16.1 Use of the University Name and Marks. The University acknowledges Supplier's right to make, without the consent of the University, public statements regarding the existence of the contract and its terms and conditions to accurately identify the products or services being supplied. However, except as permitted by the previous sentence, Supplier may not, without the prior written consent of the University's Office of Global Communications, make any public statement (for example through a press release or any form of advertisement) characterizing the University's relationship with Supplier or implying or stating the University's endorsement of Supplier or Supplier's product or services. The University may withhold its consent in its absolute discretion. Supplier acknowledges that the University will require ten (10) business days to consider any request for consent. Supplier may not under any circumstances use any University Trademark.

16.2 Use of Premises or the University Property. Supplier shall neither use nor allow Supplier Personnel to use any part of the University premises or property for any purpose other than the performance of the Services under this Agreement. Without limiting the generality of the statement above, Supplier shall not use the University in any manner that might jeopardize the Medicare provider status of the University or the tax exemptions or casualty insurance of the University.

16.3 Independent Contractor Status of Parties. It is expressly understood that Supplier is an independent contractor and not the agent, partner, or employee of the University. Supplier and Supplier Personnel are not employees of the University and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Supplier shall not have any authority to enter into any contract or agreement to bind the University and shall not represent to anyone that Supplier has such authority.

16.4 Assignment. Supplier may not subcontract, assign or transfer this Agreement or any interest or claim under this Agreement without prior written approval of the University. Notwithstanding any consent by the University to any assignment, Supplier shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirements, in writing, by the University. The Supplier shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

16.5 Notices. Any notice to either party must be in writing, specifically reference the Purchase Order number and signed by the party giving it. Service upon the University shall be addressed to: Procurement Services, 7071 Wolverine Tower, 3003 S. State Street, Ann Arbor, Michigan, 48109-1282 USA. Service upon the Supplier shall be served to the address indicated on the Purchase Order for Supplier (or to such other address as may be

later designated by written notice). Notice shall be by personal delivery, recognized overnight courier service, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices shall be effective when received, but in no event later than three (3) days after being placed in the hands of the United States Post Office or private courier service.

16.6 Entire Agreement, Amendment. This Agreement and its Exhibits constitute the entire understanding between the parties with respect to the subject matter and may not be amended except by an agreement signed by Supplier and an authorized representative of the University. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

16.7 Severability. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

16.8 Governing Law, Construction and Venue. This Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against the University shall be brought in the Michigan Court of Claims. Supplier, its successors and assigns, consent to the jurisdiction of a court with applicable subject matter jurisdiction sitting in the state of Michigan with respect to any claims arising under this Agreement.

16.9 Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

16.10 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

16.11 Survivability. Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, warranty and choice of law and venue.

16.12 Execution. This Agreement may be executed in duplicate, each of which when executed and delivered shall be an original. The parties acknowledge and agree that this Agreement has been mutually discussed, negotiated, and drafted by the parties.

16.13 No Third Party Rights. Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Agreement.

16.14 Force Majeure. Neither Supplier nor the University shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as

applicable, abiding by the disaster plan in place for the University. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

16.15 Tax Exempt Status. Supplier acknowledges that the University is a tax-exempt institution, granted such status by authorized taxing units of State of Michigan, and is exempt from Federal Excise Tax and Michigan General Sales Tax (see Michigan Public Act 167 of 1933.Section 4 as amended).

16.16 Dispute Resolution. Supplier and the University will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

16.17 Freedom of Information Act. Nothing in this Agreement shall in any way limit the ability of the University to comply with any laws or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to the University are subject to the State of Michigan Freedom of Information Act ("Act") and may be released to third parties in compliance with that Act or any other law will not constitute a breach or threatened breach of this Agreement.

16.18 Supplier Damage to the University Property. Without regard to any other section of the Agreement, Supplier shall be responsible for the costs to return to "as was" condition from any damage caused to the building, grounds, or other equipment and furnishings caused in whole or part by Supplier Personnel while performing activities arising under this Agreement. Supplier shall immediately report in writing the occurrence of any damage to the Building/Project Manager.

16.19 Supplier Clean-up. Supplier will remove all packing materials, rubbish and dirt from the University premises associated with Supplier's provision of Services under this Agreement.

16.20 HIPAA Obligations and Activities of Supplier. Insofar as Supplier or Supplier Personnel (a) has access to or has been provided with "protected health information or "PHI", (as defined by regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, which act and regulations as amended, restated and superseded from time to time, are collectively referred to as "HIPAA"), created or received by the University through its health care providers, health plans and contractors and (b) Supplier acts in the capacity as a "Business Associate" as defined by HIPAA and as implemented in the University's HIPAA policies and procedures, Supplier shall sign a separate Business Associate Agreement with the University ("BA Agreement") that provides all the protections required by HIPAA. The terms and conditions and obligations of Supplier under that BA Agreement are incorporated into this Agreement where Supplier acts in the capacity as the University's "Business Associate".

16.21 In the event the scope of Supplier's Services changes or HIPAA changes (including governmental guidance offered on HIPAA) such that the University concludes the Agreement must be amended or further documents executed to ensure the University's

compliance with HIPAA, the parties agree to promptly take all actions necessary to ensure the University compliance with HIPAA.

17.0 MIOSHA Record Keeping Compliance. *If* any Supplier Personnel (a) receives direct "day-to-day supervision" from a University employee *and* (b) becomes injured in the course and scope of his/her work assignment, then the incident must be reported to the University's Work~Connections Program. For particular injuries, an Illness/Injury Report Form (download from: http://www.umich.edu/~connect/forms.htm) must be completed and faxed to the University's Work~Connections office at (734) 936-1913, with seven (7) calendar days of the Supplier Personnel reporting his/her injury or illness.

For purposes of this section, "day-to-day supervision" means the University supervises not only the output, product, or result to be accomplished by Supplier Personnel, but also the details, means, methods, and processes by which the work objective is accomplished. Supplier agrees to timely cooperate with the University in completing any required MIOSHA reporting. By way of example only and without limitation, Suppliers who meet the above criteria (by providing Supplier Personnel who receive direct day-to-day supervision from a University employee and become injured in the course and scope of his/her work assignment), agree to provide to the University information as follows: (a) the total number of Supplier Personnel placed at the University during the calendar year, and (b) the total hours worked by such Supplier Personnel during the calendar year. This information needs to be faxed to Work~Connections by January 15 for the preceding calendar year.

This Agreement becomes binding when signed by both parties.

SUPPLIER: BLUE WATER TECHNOLOGIES

By: Paula Lomax

Printed Name: Paula Lomax

Title: VP Live Events

Date of Signature: Sept. 17, 2015

Address (for notices):

FOR THE REGENTS OF THE UNIVERSITY OF MICHIGAN:

By: Rebecca Dunlavy

Printed Name: Rebecca Dunlavy

Title: Procurement Supervisor

Date of Signature: Sept 18, 2015

Address (for notices):

7071 Wolverine Tower

3003 S. State St.

Ann Arbor, MI 48109

EXHIBIT A
SCOPE OF SERVICES
General Services

1.0 Scope of Services to be Provided.

Grand Finale Presentation for the Bicentennial Third Century Expo 2017.

November 2015 through October 2016
- Monthly progress updates delivered from BlueWater to Bicentennial Committee

November 2015
- Initial Organizational meeting between Bluewater Technologies (BWT) and Bicentennial Committee (BC) – Identify work procedures, contacts, reporting and full schedule
- Site Survey completed
- Initial concept meeting identifying major themes and contents of showcase – includes BWT and Maxin10sity (this meeting may bump to early 2016 dependent on state of BC planning)
- Maxin10sity team travels to Ann Arbor

January 2016 through June 2016
- Develop concept and themes
- 3D model of Rackham completed
- Initial contacts with University Facilities team

March 2016
- University student participation identified and parameters set for selection
- Approve broad concept – deliver by end of March
- Progress update meeting in Ann Arbor

April 2016
- University students selected and assigned
- Begin image research
- Develop original image and video needs

June 2016
- Final concept complete and initial story board delivered and approved
- Progress update meeting in Ann Arbor

July-September 2016
- Pre-visualization and music composition commence
- Possible U of M student travel to Budapest to work with Maxin10sity
- Decisions on final use of historical images – research complete and images delivered
- Final list of original photographic images and videos approved

Oct 2016
- Approval of pre-visualization and music
- Initial final equipment Selection
- Image research delivered
- Progress update meeting Ann Arbor

October 2016 through May 2016
- Original photographic images and video captured and delivered
- Integration of Expo elements explored and approved

October 2016 through August 2016
- Biweekly progress reports delivered

November 2016 – March 2017
- Animation production

December 2016 – February 2016
- Status previews

January, April and August 2017
- Progress update meetings in Ann Arbor
- Onsite meetings with University Facilities Team

February 2017
- Final equipment selections made and all equipment reserved
- Final site planning completed and approved including generators, street closing, traffic control, staging, trucking, permitting, security and weather protection

Early May 2017
- Original photography and videography delivered
- Projection tests Rackham building (two days), sound tests

Late May 2017
- Program finalized, final suggestions and corrections delivered

June 2017
- Final development and completion

July 2017
- Animation ready, delivered, and reviewed

August 2017
- Final window for any last minute changes
- Minute by minute production schedule developed and delivered

Event Week
- Detail schedule to be developed
- Outline
- Oct 25 load in and testing 7am-11pm
- Oct 26 sound and projection Tests 12n-1pm and 6pm-11pm
- Oct 27 sound tests 12n-1pm, show times TBA
- Oct 28 load out

2.0 Changes, Alterations and Modifications to Services. The University may at any time by a written order change the extent of the Services covered by this Agreement, the drawing, specifications or other description, or the time of completion. Promptly upon receipt of the details of any change,

Supplier shall either advise the University that the change will not affect its costs, or furnish: (a) a breakdown of estimated cost and changes to the Financial Arrangement of Exhibit B resulting from the requested change and (b) a statement of any necessary changes in the time of completion. Supplier's failure to advise the University within ten (10) days of the effect of any change in cost or completion time shall constitute Supplier's consent to conform to the change without change to the Financial Arrangement, or without change in other terms and conditions of this Agreement. If the change causes a material increase or decrease in costs, then an equitable adjustment of the Financial Arrangement to be paid to Supplier shall promptly be negotiated by the University and Supplier and incorporated as an amendment to this Contract.

3.0 Reporting.

3.1 In performing the Services under this Agreement, Supplier shall report to Michelle French, Associate Director, Bicentennial Office.

EXHIBIT B
FINANCIAL ARRANGEMENT
General Services

The University will pay fees to Supplier for Services performed under this Agreement as follows:

1.0 Supplier Fee.

☐ Supplier Fee. The total Supplier fee is to be paid on reasonable actual hours worked for acceptable work performed at rates shown.
Pre-production, Program development and Supervision through event - $36,000
($6,000 over initial quoted amount)
{Additional time proposed for more interviews, research, and possible interactivity with campus community prior to completion of content, story development}

Content creation, music creation, delivered assets and supervision, creation of final distributed recording of event - $75,000
($10,000 over initial quoted amount)
{Additional time proposed for CG animation of characters and story element}

Projection and Media Server Equipment and Support - $65,000

Audio Equipment and Support- $20,000

Onsite Production, Projection and Audio Execution Team - $46,000

Hotels, per-diems, transportation and airfares - $18,000

Weather Control and Support Services - $16,500
(Additional after review of tenting and heating costs)

Local Labor - $7500

Contingency (5%) -$14,200
(reduced)

Total of Services $298,200

- **Weather Contingency**: **$5,000.00**
  BlueWater will not charge for equipment for Saturday if rain weather becomes an issue for Friday's presentation.
  The cost for out of town technical support would be $3,000.00 and would need to be reserved 3 months in advance. This cost would not be refundable.
  Local crew would be $2,000.00 and if not used, U of M would not be charged.
  nsert rates.

Notwithstanding the above, the parties agree that Supplier's fee shall not exceed __$305,000.00____.

2.0 Expenses.

2.1 Travel Expenses. Travel expenses must be itemized separately; actual and reasonable expenses according to the University policy as indicated in the Standard Practice Guide relating to travel expenses will be reimbursed with Supplier's invoice. See website http://www.finance.umich.edu/procurement/travelexpense

2.2 Other Expenses. All reimbursable expenses, such as photocopies, supplies, photography, communication expenses and reproduction shall be billed at cost.

3.0 Invoicing. The invoice must detail the Services performed, the dates the Services were completed and shall detail expenses apart from the Supplier Fees. Any discounts, rebates or other credits and the basis and calculation for each should also be included. Supplier must submit to the University all invoices related to this Agreement within ninety (90) days from the date that Products are delivered or services rendered. The University is not obligated to pay any invoices submitted after this time frame.

4.0 Payment Terms. Payment will be made within thirty (30) days after the University's receipt of an invoice from Supplier.

5.0 Taxes. The fees, expenses and costs payable under this Agreement include all applicable taxes and shall not be changed as the result of the Supplier's failure to include any applicable tax, or as a result of any change in the Supplier's tax liabilities.

6.0 Withhold Payment. The University, at its discretion, may withhold the whole or part of any payments to Supplier to the extent appropriate to set off University losses or costs to protect the University from loss, due to, but not limited to the following causes:

6.1 Defective work not corrected.

6.2 Damage to personnel or property of the University or third party caused by act, omission or negligence of Supplier, or its agents or employee.

7.0 Discount/Rebate Information. Supplier agrees to (a) fully and accurately report discounts and rebates to the University on the invoice, coupon or statement submitted to the University; (b) provide, upon the University's request, the documentation or assistance necessary to allow the University to meet its reporting obligations to the government; and (c) refrain from doing anything that would impede the University from meeting its reporting obligations.