



Vibrant technology surrounding seniors and patients with care.

SENTRICS MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**MSA**”) is entered into as of the date signed below by both Parties (the “**Effective Date**”) by and between Sentrics, Inc., a Delaware corporation with a principal place of business located at 265 Clyde Morris Blvd. Ste. 100, Ormond Beach, FL 32174, on behalf of itself and its Affiliates (collectively “**Sentrics**”), and HI Jill’s House, LLC., with a principal place of business located at 11590 N. Meridian Street, Suite 550, Carmel, IN 46032 (“**Client**”).

RECITALS

WHEREAS, Sentrics, through its Affiliates (as defined hereunder), provides a variety of services and products related to entertainment, telephone, connectivity, life safety, software, analytics, and engagement services.

WHEREAS, Client desires to obtain from Sentrics various products, software and services, and Sentrics agrees to provide such products and services to Client, on such terms and conditions as are set forth in this Agreement.

In consideration of the recitals and the mutual covenants and agreements hereinafter set forth, Client and Sentrics (each, a “**Party**” and, collectively, the “**Parties**”) agree as follows:

1. Agreement

1.1 This MSA together with any Schedule(s) (each a “**Schedule**”) either attached or subsequently entered into and all documents incorporated by reference shall together constitute the agreement (the “**Agreement**”).

1.2 “**Affiliate(s)**” shall mean with respect to either Party, any person or entity directly or indirectly controlling, controlled by, or under common control with such Party, and for this purpose, “control,” “controlling” and “controlled by” shall mean the ownership and control of more than fifty percent (50%) of the outstanding voting securities or interest in capital or profits of any person or entity, or the right to direct or control the management or affairs of any person or entity, or the right to direct or control the management or affairs of any person or entity by contract or similar arrangement.

2. Services; Equipment

2.1 Delivery of Services. Sentrics shall provide, implement, and support products (the “**Equipment**”) and services at the Client location(s) (the “**Site(s)**”) as set forth in the Schedule (“**Services**”) using its employees, consultants, or subcontractors. Sentrics shall require Staff working on the Client premises to abide by reasonable safety and security policies of the Client, as are communicated to Sentrics in writing, in advance.

2.2 Equipment

2.2.1 Delivery of Equipment. Unless otherwise agreed to in a Schedule, all Equipment shall be shipped FOB carrier, with freight charges payable by Client. All risk of damage, loss, and theft shall pass to Client upon delivery to carrier at shipping point. Sentrics or its suppliers will retain ownership rights for any leased or rented Equipment.



2.2.2 Security Interest. Until all Equipment is paid for, each Schedule serves as a security agreement under the Uniform Commercial Code and creates a security interest in Equipment. You authorize Sentrics to file those documents necessary to secure-and-perfect its security interest and any lien rights in and to such Equipment. To the extent required by law, we hereby give you notice that persons performing Services and delivering the Equipment may have lien rights on the Site(s) if not paid.

2.3 Recipient of Services. Except where authorized by Sentrics in a Schedule, the Services are for the benefit of the Client and its residents only at the Site(s).

2.4 Client Affiliates. Client Affiliates may order Services directly by entering into Schedules referencing the terms of this MSA. Such Schedules together with this MSA, will constitute a separate Agreement between Sentrics and such Client Affiliate. In all circumstances, Client shall remain responsible for the acts and omissions and shall be liable for its Affiliate(s)'s performance under the Agreement.

3. Term. The term of this MSA shall commence on the Effective Date and shall continue until the earlier of (a) the termination of this MSA under Section 5 or (b) the expiration or termination of all Schedules (the "Term").

4. Fees and Payment Terms

4.1 Fees. Client shall pay Sentrics the fees set forth in each Schedule (the "Fees"). Such Fees shall be made by wire transfer to an account designated by Sentrics. All amounts are due and payable net thirty (30) days from receipt of an invoice. Non-payment or past due payment of fees which are not the subject of a written good faith dispute is a material breach of this MSA and, following the expiry of five (5) days after written notice has been delivered to Client, Sentrics shall be entitled to discontinue the Service until all amounts due are paid in full. If any undisputed amount is overdue, those amounts may accrue interest at the rate of 1.5% per month of the outstanding balance or the maximum permitted by law, whichever is less, plus all expenses of collection.

4.2 Taxes. All fees charged by Sentrics for Products and Services are exclusive of all taxes and similar fees, now in force or enacted in the future, imposed on the delivery of the Products and Services, for which Client will be responsible in their entirety and will pay in full, except for taxes based on Sentrics net income. Tax amounts for these items will be calculated based on Client or facility address (as required) and current tax rates and local tax tables at the time of invoicing. If Sentrics is collecting and remitting Sales Tax, Client nonetheless remains responsible for actual tax amounts. If the invoice does not include taxes, Client is responsible for use and any other required taxes. If this project and/or billing entity is tax exempt, a tax-exempt certificate must be provided prior to invoicing.

4.3 Material Price Escalation. In the event of a significant delay in the launch schedule, through no fault of Sentrics, or market conditions that result in a significant price increase in the cost of the material or equipment, Sentrics may at its discretion determine that an increase in related equipment and/or Subscription Fees charged to the Client is necessary.

4.4 Bill and Hold. From time to time, at the Client's request, the agreed delivery date of the Products may be extended under a bill and hold arrangement as more fully set forth below. For each such request to store Product, Client agrees that: (a) Client has made a fixed commitment to purchase the Product, (b) ownership of stored Product passes to Client upon placement into storage, (c) such Product shall be on a bill and hold basis for legitimate business purposes, (d) the Client shall identify a fixed delivery date for the Product and (e) Client agrees to be invoiced and to pay such invoice in accordance with the Payment terms set



Vibrant technology surrounding seniors and patients with care.

forth in this Agreement. To make a request for a bill and hold arrangement, Client shall provide the Company with an email confirming items selected for each storage request.

5. Termination. Either party may terminate this MSA and/or any applicable Schedule, immediately upon written notice to the other party if the other party (a) materially breaches the Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice reasonably detailing such breach, or if an equipment or hardware issue, as mutually agreed by the parties, acting reasonably, or (b) becomes the subject of a petition in bankruptcy, insolvency proceeding, receivership, liquidation or composition for the benefit of creditors. Should Client default on the scheduled payments, Senticrics shall retain rights of ownership in and to the materials and equipment supplied to Client until such time that all scheduled payments have been satisfied. Where the material breach of the Agreement is a result of a non-payment of invoices by the Client, Senticrics may suspend the Services until payment is received without waiving its right of termination. In the event Client terminates a Schedule in accordance with this Section 5, Client shall recover a refund of any pre-paid fees from the effective date of termination to the end of the applicable Term. Neither party will be liable to the other for any damages resulting solely from termination of this Agreement as permitted herein.

6. Consequences of Termination

6.1 Return of Equipment. Within five (5) days following the effective date of termination of the MSA or any Schedule, Client shall, at its expense, deliver to Senticrics all Equipment in the possession or control of Client or any current or former users which has not been fully paid for.

6.2 Survival. The expiration or termination of the MSA or any Schedule for any reason will not affect the accrued rights of the Parties. The rights and obligations of the parties contained in Sections 4, 7, 8, 9, 10 and 11 shall survive the termination or expiration of this MSA or any Schedule.

7. Representations and Warranties

7.1 By Senticrics. Senticrics hereby represents and warrants to Client that: (i) Senticrics has the requisite power and authority, corporate and otherwise, and necessary consents, permits and approvals, to execute and perform this Agreement and to grant the rights granted by Senticrics in the Agreement and (ii) the Services will be performed in a professional manner reasonably consistent with generally accepted industry standards and applicable Laws.

7.2 By Client. Client hereby represents, warrants and covenants to Senticrics that: (i) Client has the requisite power and authority, corporate and otherwise, and any and all consents, permits and approvals, to execute and perform the Agreement; (ii) Client's execution and performance of its obligations hereunder will not violate any agreement or other obligation by which it is bound; (iv) Client's performance of its obligations and exercise of its rights under the Agreement will not violate any applicable Laws; (v) Client has all rights and permissions necessary (including those necessary from its residents) to provide all content, material and information (including personal information), to Senticrics, and to allow Senticrics to make use of the foregoing in accordance with this Agreement; and (vi) Client will comply with any applicable third party terms provided with the material or equipment delivered.

7.3 DISCLAIMER. EXCEPT AS SET FORTH IN THIS MSA OR A SCHEDULE, SENTRICCS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

8. Confidentiality and Data Protection

8.1 **Confidential Information.** Except as otherwise described in the Agreement, each Party shall treat as strictly confidential all confidential or proprietary information, data and materials of the other Party (and with respect to Client, its Users), including all information, data and/or materials it receives from, or is given access to by the other Party under the Agreement that is designated or reasonably understood to be confidential (collectively, “**Confidential Information**”). The receiving Party will use at least the same degree of care it employs to protect its own confidential information, and in no event with less than reasonable care.

8.2 **Exclusions.** Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the receiving Party; (b) was in the receiving Party’s lawful possession prior to the disclosure without restriction on use or disclosure; (c) is rightfully disclosed to the receiving Party by a third party without restriction on use or disclosure; or (d) is independently developed by the receiving Party, which independent development can be shown by written evidence.

8.3 **Non-Disclosure and Non-Use.** Other than as detailed in Section 8.4 below, the receiving Party shall not, directly, or indirectly, use the Confidential Information for any purpose *other than* the performance of its obligations, or exercise of its rights expressly granted, under the Agreement. Each Party shall be responsible for compliance with all applicable terms of this **Section 8** by all such Persons to whom it permits access to the disclosing Party’s Confidential Information.

8.4 **Data Privacy and Use.** Sentrics will maintain the security of any personally identifiable information (“**PII**”) received pursuant to the Agreement, if any, in accordance with the Sentrics Privacy Policy found at <https://sentrics.net/privacypolicy>. The Client hereby provides its consent and authorization for Sentrics to use any data collected for the purpose of a) providing Services pursuant to the Agreement, b) improving its products and services and c) providing analytical analysis and inputs to its Clients in relation to such data, provided that it aggregates and anonymizes the data so that Client or any individual cannot be identified as the source of such data. Sentrics owns all rights in any computational or cumulative results of such data and may use the data for any purpose, including any algorithms, data visualizations, analyses or capabilities, improvements to products and services, new products, or publications.

8.5 **Information Security.** Sentrics will adhere to its security processes and policies and all data security and protection legislation applicable to Sentrics in its provisioning of the Services. Sentrics will not be responsible for compliance with any specific requirements with respect to Client’s industry that are not expressly referenced in the applicable Schedule.

8.6 **Notice.** The receiving Party shall promptly notify the other Party of any unauthorized use or disclosure of any Confidential Information and shall, at the receiving Party’s reasonable expense, cooperate fully with the other Party to remedy and/or mitigate any losses or damages associated therewith.

9. Proprietary Rights

9.1 **Ownership.** Each Party will own and retain all right, title, and interest in and relating to its intellectual property rights in its products, services and Confidential Information, both currently used and that which may be developed and used in the future.

9.2 **Limited License.** To the extent necessary for Sentrics to provide the Services, Client grants to Sentrics a non-exclusive right to use its intellectual property for the duration of the Agreement.

9.3 **Reservation of Rights.** Nothing in this Section 9 will be interpreted or construed to assign to Client any rights, title, or interest, including any intellectual property rights, in or too any intellectual property

of Sentric or third parties, including in any proprietary software, tools, utilities, methodologies, processes, documentation, and other items that are used, obtained by Sentric from third parties or developed in performance of the Services.

10. Indemnification

10.1 Mutual Indemnification. Each Party shall indemnify the other from and against all claims, damages and expenses, including reasonable attorneys' fees (each, a "Loss") incurred or suffered by the claiming Party due to a breach of the other of section 7, 8 and 9 of this MSA.

10.2 Client Indemnification. Client shall defend, indemnify and hold harmless Sentric from and against all Losses incurred or suffered by Sentric due to an act or omission of the Client, its Affiliates, its residents or any person for which the Client is responsible.

10.3 Process. The Party seeking indemnification must promptly notify the other Party of a Loss within fifteen (15) days of learning of such Loss and fully cooperate in the indemnifying Party's defense against such Loss. Failure to notify the other Party of the Loss or to reasonably cooperate in the defense against such Loss shall excuse the indemnifying Party of all obligations to indemnify under this Section 10.

11. Limitation of Liability; No Consequential Damages

11.1 Limitation of Liability. Regardless of the basis of any claim (whether an action in contract or tort), Sentric total liability for the provision of Services will be limited to performing the support and maintenance obligations described in each Schedule. If for any claim or matter, reperforming the support and maintenance obligations are not an adequate remedy, Sentric total liability will be limited to an amount equivalent to two (2) months of the reoccurring fees payable under the Schedule giving rise to the claim. Nothing in this Section 11.1 will operate to exclude or limit either party's liability for (i) any matter for which is not permitted by law to exclude or limit, (ii) failure to comply with Section 8.1 – Confidential Information, (iii) death or personal injury resulting from either party's gross negligence, or (iv) any third-party infringement claim.

11.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA, THE INTERRUPTION OR LOSS OF USE OF THE SERVICES OR LOSS OF ANTICIPATED PROFITS OR BENEFITS), RESULTING FROM ITS PERFORMANCE OF OR ANY FAILURE TO PERFORM UNDER THE AGREEMENT, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Force Majeure. If the performance of this Agreement by either Party (other than payment of any amounts owed under this Agreement) is prevented, hindered, delayed or otherwise made impracticable or degraded by reason of any cause beyond a Party's reasonable control, including a pandemic, flood, riot, infrastructure (physical, electric, or communication), damage or failure, act of terrorism (cyber or physical) or fire (each, a "Force Majeure Event"), that Party shall be excused from such performance to the extent, including for the duration of time, it is prevented, hindered or delayed by such Force Majeure Event.

13. General

13.1 No Partnership. Nothing in this Agreement shall constitute or be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties (or between Sentric

and any User), and neither Party (nor with respect to Client, any Users) shall have the authority or power to bind the other Party, or to contract in the name of the other Party, in any manner or for any purpose.

13.2 No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Client acknowledges, however, that the Services may include software and materials licensed by Sentrics from third parties who may act to enforce the Agreement to the extent it relates to the third party's software and materials.

13.3 Notice. Except as otherwise expressly provided herein, all notices, certifications, requests, demands, payments and other required communications hereunder: (i) shall be in writing; (ii) may be delivered by hand, by any nationally recognized private courier (e.g., Federal Express, UPS) or by electronic mail; (iii) shall be effective on the date of delivery to the addressee; and (iv) shall be addressed as follows:

If to Sentrics: *Attention: Legal Department*
265 Clyde Morris Blvd. Ste. 100,
Ormond Beach, FL 32174
Email: legal@sentrics.net

If to Client: *Attention: Tricia Simms*
11590 N. Meridian Street, Suite 550
Carmel, IN 46032
Email: tsimms@houseinvestments.com

or to such other address or addresses as may hereafter be specified by notice given by one Party to the other.

13.4 Entire Understanding. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements, negotiations, and discussions between the Parties with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and the terms of any Schedule, the terms of this Agreement shall prevail unless the relevant term in the Schedule expressly states that it is intended to override any contrary provision in this Agreement. Unless otherwise indicated therein, all capitalized terms contained within the Schedule shall have the meanings ascribed to them in the MSA.

13.5 Modification. Except as expressly provided for herein, the Agreement may be modified, supplemented or otherwise amended only by an instrument in writing signed on behalf of a duly authorized representative of each Party.

13.6 Severability. Each provision of the Agreement shall be considered severable; and if, for any reason, any provision of the Agreement is determined by a court or arbitration tribunal of competent jurisdiction to be invalid, unlawful, or unenforceable, the validity, lawfulness, or enforceability of the remaining provision will not in any way be affected or impaired.

13.7 Non-Waiver. The failure of a Party to exercise or enforce any right conferred upon it by the Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver by either Party hereunder shall be effective unless agreed to pursuant to a writing signed by a duly authorized representative of each Party. Each remedy under the Agreement will be cumulative.

13.8 Assignment. Sentrics may assign the Agreement to any of its affiliates or any company within its group of companies. The Client shall not assign or otherwise transfer this Agreement, or any of its rights

SENTRICS.*Vibrant technology surrounding seniors and patients with care.*

or obligations under this Agreement without the prior written approval of Sentrics, which shall not unreasonably be withheld. Any attempted assignment or transfer in violation of this provision will be invalid. Notwithstanding the foregoing, either party may assign or transfer this Agreement to its successor as part of a corporate reorganization, consolidation, merger or sale of substantially all assets of such party, provided the assignee assumes all obligations in this Agreement. Subject to the foregoing restrictions, this Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns.

13.9 Marketing; Trademarks. Upon execution of this Agreement, Sentrics shall have the right to use Client's trademark and/or logo on Sentrics' corporate website or within internal or public-facing use to identify Client as a company who has licensed Sentrics' Services. If Sentrics wishes to publish a press release or develop a case study for external use, upon execution of this Agreement, Client will have an opportunity to review and approve prior to it being released.

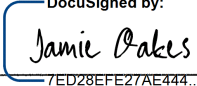
13.10 Recruitment. During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party will recruit directly or through any third party or otherwise solicit for employment any of the other Party's employees or subcontractors who participated in the performance of Services without such party's express prior written approval.

13.11 Choice of Law. This Agreement and all disputes arising out of or related to this Agreement, or the performance, enforcement, breach, or termination hereof, and any remedies relating thereto, shall be construed, governed, interpreted and applied in accordance with the laws of the State of Florida, without regard to conflict of laws principles. Any action relating to the Agreement shall be brought in the appropriate court in Daytona, Florida, and both Parties irrevocably consent to the jurisdiction of such courts.

13.12 Dispute Resolution. In the event of any claim, dispute, controversy, or other matter in question between the Parties arising out of or relating to the Agreement or the breach hereof (a "**Dispute**"), such Dispute shall be referred in the first instance for discussion and resolution to the individual within each Party's organization that is most knowledgeable about the disputed issue, who must, within fifteen (15) days following such referral, use good faith efforts to attempt to resolve the Dispute. If the Parties cannot resolve referred Dispute, they may refer such Dispute to mediation, to be conducted by a single mediator agreed to in writing by the Parties in Ormond Beach, Florida. The results of such mediation shall be binding.

IN WITNESS WHEREOF, the Parties have executed this MSA as of the Effective Date.

SENTRICS, INC.

By:  7ED28EFE27AE444...
 Name: Jamie Oakes
 Title: Chief Revenue Officer
 Date: 8/3/2023

CLIENT

By: Michael D. Emker
 Name: Michael D. Emker
 Title: Assistant Mgr of the Manager
 Date: 8/2/2023



SCHEDULE #1 TO MASTER SERVICES AGREEMENT

This Schedule #1 is entered into as of the date signed below by both Parties (the “Effective Date”) by and between Sentricks, Inc. (“Sentricks”) and HI Jill’s House, LLC. (“Client”) and is incorporated into the Master Services Agreement. Capitalized terms used but not defined herein will have the meanings given to them in the Agreement.

Client and Sentricks agree as follows:

1. **Term.** This Schedule shall be effective from the last date of signature and shall continue for five (5) years from the activation date (the “Initial Term”). After the Initial Term, the Schedule shall automatically renew for successive five (5) year periods unless the Client provides written notice of non-renewal ninety (90) days prior to the end of the Initial Term or any subsequent term.
2. **Facility Name.** Jills House
3. **Facility Location.** 751 E Tamarack Trl. Bloomington, IN 47408
4. **Solutions and Fees.** Sentricks shall provide to Client the following Solutions for the respective Solutions fees, based on (33) units, in accordance with this Schedule and the overall terms of the Agreement.
 - a. Sentricks shall provide to Client the OneSource– Emergency Call system with our advanced wireless network, as outlined in Exhibit A. The OneSource Emergency Call system shall include Mobile Staff notification. Client shall pay to Sentricks a one-time fee in the amount of Thirty-One Thousand Thirty-Eight and 95/100 Dollars (\$31,038.95) for the OneSource Emergency Call Solution.
5. **Payment Terms.** The agreed payment terms for the equipment and installation fees are as follows:

40% is due (10) days following the execution of this agreement.
 Another 40% is due ten (10) days following delivery of the equipment.
 The final 20% is due upon installation and service activation.

The provided pricing excludes freight, duties, import fees and sales tax. Tax amount will be added based on Client provided address and current tax rates and local tax tables at the time of invoicing. If Sentricks is collecting and remitting Sales Tax, Client is responsible for actual tax amounts. If the invoice does not include tax, Client is responsible for use tax. If the project and/or billing entity is tax exempt, a tax-exempt certificate must be provided prior to invoicing. If a third-party is financing this agreement, shipping fees shall be included in the amount financed.

If a 3rd party is financing the agreement, Client is responsible for securing all necessary documentation with the lender and providing it to Sentricks. In no case will equipment be shipped prior to receipt of the initial payment. If the 3rd party financing is not secured, the client is responsible for the fees. All recurring service fees shall be invoiced quarterly following the activation date.



Vibrant technology surrounding seniors and patients with care.

TOTAL ONE TIME FEE: \$31,038.95

6. Additional Terms.

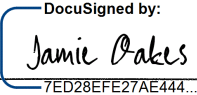
- a. Should Client desire to add solutions or facilities outside of the solutions and facilities specified in this Schedule, an additional mutually agreed upon Schedule shall be entered into by and between Client and Sentrics, each of which will be deemed to be incorporated into the Agreement.
- b. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Schedule, the terms of this Schedule shall control. Except as set forth above, the remaining provisions of the Agreement shall remain in full force and effect and are hereby ratified in their entirety.

By signatures below, the duly authorized representatives of the parties hereto have agreed to abide by the terms and conditions of this Schedule.

The terms and pricing set forth in this attached Schedule shall be null and void if not executed by Client on or before August 24, 2023.

SENTRICS, INC.

CLIENT

By:  7ED28EFE27AE444...
 Name: Jamie Oakes
 Title: Chief Revenue Officer
 Date: 8/3/2023

By: Michael D Emkes
 Name: Michael D Emkes
 Title: Assistant Manager of its Manager
 Date: 8/2/2023

STATEMENT OF WORK #1**1. Installation****a. Pre-Installation Client Obligations.**

- i. Designate a client employee to act as the project manager with full authority to make decisions regarding the installation and implementation of the equipment and services.
- ii. Attend any reasonable meeting required by Sentrica including but not limited to a kickoff meeting to discuss any preinstallation requirements and installation date.
- iii. Adhere to any preinstallation requirements including:
 - 1. For new construction providing completion schedules as requested by Sentrica; and providing PDF floor plans with details requested by Sentrica.
- iv. Provide 110-volt power and appropriate connections for the equipment.
- v. Allow Sentrica access to its IT personnel to facilitate, including coordinating any data requirements.
- vi. Notify Sentrica with at least three (3) weeks' notice of any delays which would result in a delay of installation date. Failure to give such notice will be subject to additional charges.
- vii. Have the site prepared for installation including:
 - 1. connecting or disconnecting wiring, data, water or electrical systems,
 - 2. Moving furniture and other items from rooms, as necessary; and
 - 3. Providing a secure space for delivery of equipment
- viii. Ensure compliance with any building codes and provides permits, licenses, inspections and certificates, where required by law.
- ix. Obtain all required permits.

b. Post-Installation Client Obligations.

- i. Ensure Sentrica is able to perform an on-site test of the installed equipment
- ii. Following completion of the test, sign the acceptance certificate.
- iii. Ensure that there are no alteration or modification of equipment other than that authorized by Sentrica, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Sentrica and no changes are made by the Client which impact the provision of the services by Sentrica.
- iv. Abide by the terms of this SOW including the software license agreement

c. Completion. Shipping of the equipment will constitute the completion of the Sentrica obligations for the equipment fees component of this SOW. Installation will be deemed complete once the equipment has been installed and the software has been activated.**d. Activation.** Unless otherwise agreed, the activation of the systems and services outlines in this schedule shall be completed concurrently with the installation. Upon activation the Client shall pay the fees described in this Schedule.**e. Warranty.** Sentrica provides a one-year limited warranty on the equipment and cabling installed by Sentrica. During this warranty period Sentrica will repair any faults in the



Vibrant technology surrounding seniors and patients with care.

equipment and Senticrics installed cabling at no additional cost to the Client. Senticrics' responsibility within this warranty will be limited to the repairing of any faults within a reasonable amount of time. This limited warranty excludes any damage caused by an act or omission of the Client, any existing cabling not installed by Senticrics, any equipment not manufactured by Senticrics and normal wear and tear.

- f. **Consent.** Client expressly gives permission to Senticrics to utilize any existing wiring and the Client's network to provide the systems and services. Client indemnifies Senticrics and its agents from any third-party claims from using the wiring on premise. The Client grants Senticrics a right to audit at any time Client and its user's compliance with the terms of this SOW including compliance with the third-party agreements detailed in this Statement of Work.

EXHIBIT A

SENTRICS.

Vibrant technology surrounding seniors and patients with care.

Outdoor Wireless Access Point Location



Outdoor Outlet locations; (with SENTRICS provided weatherproof enclosure) require 110V power (NON-SWITCHED) by others wired to provided enclosure for exterior mounted wireless access point; mount the enclosure to the exterior of the building or on a post at a height of 8' to 12'.

Headend Equipment Location



Headend equipment location requires space: (ATMOS systems: approx. 3'x3' min. of wall space; OneSource systems: 2' x 2' x 2 1/2' of floor space). Headend equipment location also requires dedicated power and direct Internet connection to be provided by others; See system design for more details (attached)

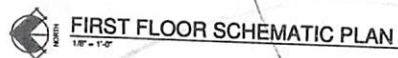
Repeater Location



Wall Mount Repeater locations; require 110vac (NON-SWITCHED) outlet by others at each location; to be mounted approx. 12 inches below ceiling grid on vertical wall; to be stacked in the same location on each floor; See repeater power installation options (attached).



Door Transmitters; Standard Doors to be monitored for open/close activation with wireless door transmitters.





PROPOSED PARKING LEVEL PLAN

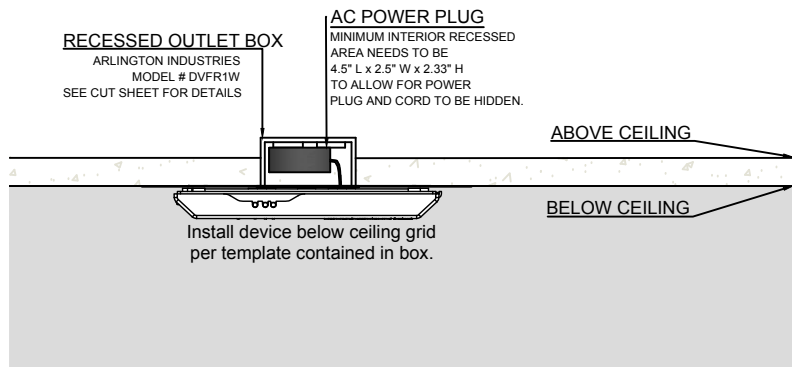


Vibrant technology surrounding seniors and patients with care.

NOTE This document **MUST** be given to the installing electrician.

Any questions or concerns please contact:
Ensure360projects@sentrics.net
as soon as possible.

RECESSED OUTLET WITH PLASTI BOX FOR CEILING MOUNT WIRELESS REPEATERS



USE RECOMMENDED RECESSED OUTLET BOX:

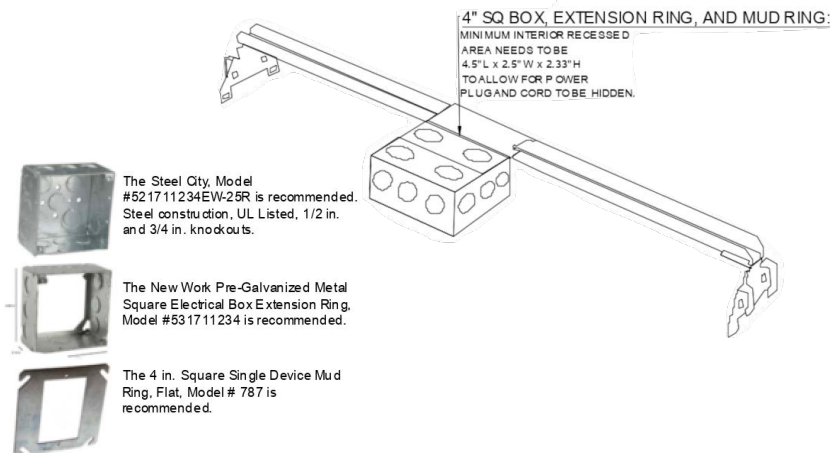


The Arlington, Model #DVFR1W is recommended for non-metallic installations.
See OUTLET BOX FOR ACOUSTICAL TILE option below if code does not allow for plastic boxes.

***NOTE* No substitutions will be accepted. Failure to provide approved recessed box could result in return trip fee and rescheduling impact on project timelines.**



OUTLET BOX FOR ACOUSTICAL TILE CEILING MOUNT WIRELESS REPEATERS

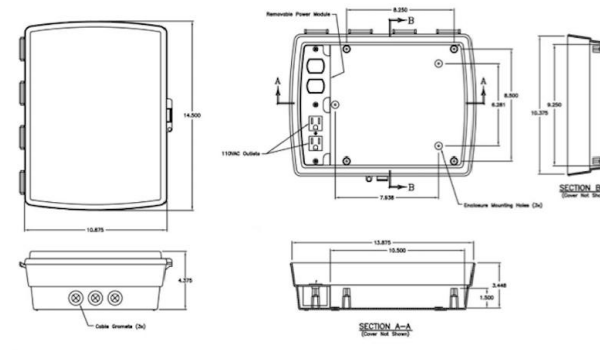


WEATHERPROOF ENCLOSURE FOR OUTDOOR OUTLET LOCATIONS:

Sentricks will provide a weatherproof enclosure for exterior power locations. Electrical contractor will mount the enclosure to the exterior of the building or on a post at a height of 8 to 12 feet.

Contact Sentrics to request shipment of weatherproof enclosure at least 14 days before electrical contractor is scheduled to be onsite.

Enclosure Dimensions



NOTE FOLLOW ALL APPLICABLE NEC, NFPA 101 & 72 AND LOCAL CODES DURING INSTALLATION AND PLACEMENT OF ROUGH-IN BOXES AND DEVICES. CONSULT LOCAL ELECTRICAL INSPECTOR OF ANY ROUGH-IN REQUIREMENTS AND SPACING.