ACTS Retirement-Life Communities, Inc. and its Related Entities (Acts)
General Terms for Purchase Orders

1. Purchase Order. Service Provider proposals shall remain firm for a period of at least sixty (60) days. Acceptance of Service Provider's proposal by Acts and subsequent purchase order ("Purchase Order") issued against the proposal shall constitute a binding enforceable contract. The Purchase Order shall identify the detailed scope of work, description of major parts and supplies, unit costs and labor costs, including hourly labor rates, and a detailed timeline for the completion of the services. The Purchase Order and these terms ("Terms" and collectively with the Purchase Order, this "Agreement") comprise the entire agreement between the parties governing the provision of the services. These Terms shall prevail over any Service Provider general terms and conditions, regardless of whether or when Service Provider has submitted a confirmation or such terms. This agreement may be cancelled if required by applicable law.

2. Services. The Service Provider shall provide the services to Acts as described in the Purchase Order (the "Services") on a non-exclusive basis, in accordance with the terms and conditions of the Agreement. Acts may provide Service Provider with access to its premises, materials, information, and systems to the extent needed for the performance of the Services. Unless otherwise specified in the Purchase Order, Service Provider shall furnish, at its own expense, the materials, equipment, and other resources necessary to perform the Services. Service Provider shall comply with all access rules and procedures communicated to Service Provider, including those related to safety, security, and confidentiality. All materials, data, tools, equipment and other property either furnished by Acts to Service Provider or paid for by Acts ("Acts Property") are, and shall remain, the property of Acts, but Service Provider shall assume all risks of and be entirely responsible for any losses or damages arising from its use of Acts Property. Service Provider shall not use any Acts Property or allow it to be used in any way other than in direct performance of Service Provider's obligations under this Agreement. Acts is a tobacco-free environment; use of any tobacco product is not permitted on Acts' campuses. Service Provider's supervisor shall check-in with the appropriate community designee upon arrival and again before leaving the community. Service Provider's vehicles shall enter and exit the community through the main entrance gates only.

3. Deliverables. All intellectual property rights, together with all of the goodwill associated therewith, in and to all documents, work product and other materials that are delivered to Acts under or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Purchase Order (collectively, the "Deliverables") shall be owned exclusively by Acts. Service Provider agrees that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Acts. To the extent that any of the Deliverables do not constitute a "work made for hire," Service Provider hereby irrevocably assigns, without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all intellectual property rights therein.

4. Fees, Payments and Expenses. In consideration for the satisfactory provision of the Services by Service Provider, Acts agrees to pay the agreed upon fees set forth in the Purchase Order (the "Fees"). Acts shall pay all undisputed Fees within forty-five (45) days after Acts' receipt of an invoice submitted by Service Provider/in accordance with the payment schedule set forth in the Purchase Order. Service Provider is responsible for any travel or other costs or expenses incurred in connection with the performance of the Services, and in no event shall Acts reimburse Service Provider for any such costs or expenses. Without prejudice to any other right or remedy it may have, Acts may set off at any time any amount owing to it by Service Provider against any amount payable by Acts to Service Provider under this Agreement. In the event Service Provider reduces its price(s) for such Services during the Term, Service Provider shall reduce the prices stated herein to reflect the same. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Acts. Without prejudice to any other right or remedy it may have, Acts may set off at any time any amount owing to it by Service Provider against any amount payable by Acts to Service Provider under this Agreement. Invoices for services not received or performed will be rejected. The Purchaser Order number must appear on all invoices. Acts may withhold payment on any invoiced amounts reasonably disputed in good faith. Such nonpayment shall not constitute a breach of this Agreement, and the Parties shall work together in good faith to resolve the dispute in a timely manner. Service Provider shall continue performing its obligations hereunder notwithstanding such dispute and/or nonpayment.

5. Term and Termination.

   a. The term of the Agreement shall be as specified in the Purchase Order, unless terminated in accordance with the provisions of Section 5(b) (the "Term"). Any extension of the Term will be subject to mutual written agreement of the

parties.

b. Acts or Service Provider may terminate this Agreement without cause, upon thirty (30) days' written notification. Acts may terminate this Agreement with immediate effect upon written notice to Service Provider, if Service Provider: (i) has not performed or complied with any of the terms of this Agreement, in whole or in part; (ii) suffers a loss or suspension of any professional license related to the Services; (iii) receives a conviction in a court of law of a felony offense; or (iv) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

c. At the termination of this Agreement, regardless of the conditions of termination, Service Provider shall: (i) promptly cease the terminated services in an orderly manner; (ii) return all of Acts' property under Service Provider's care; (iii) return all original documents or extracts therefrom and any other Confidential Information (as defined in Section 11) obtained and destroy all other information concerning the Services provided hereunder except for that information Service Provider deems necessary for its records, all of which Service Provider shall maintain as confidential under the terms of this Agreement; and (iv) leave Acts' property under Service Provider's care in as good condition as it was at the time of acceptance of this Agreement, as determined by Acts. If Acts terminates this Agreement for any reason, Service Provider's sole and exclusive remedy is payment for the Services received and accepted by Acts prior to the termination.

6. Representations and Warranties. Service Provider represents and warrants to Acts that: (a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; (b) it has, and shall maintain during the Term, such qualifications and licenses and approvals as may be required to perform the Services, all as set forth in the Purchase Order; (c) it is in compliance with, and shall perform the Services in compliance with, all applicable laws, including but not limited to, the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act or 1970 (29 U.S.C.651, PL 91-596), as amended and/or supplemented from time to time; (d) Acts will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind; and (e) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in the Purchase Order. Service Provider shall, at Acts' option, promptly repair, reperform or refund all payments received for non-conforming Services. The foregoing warranties and remedies are in addition to, and shall not limit any warranties, buyer protection or other rights or remedies as may be available at law, in equity under other programs or offers of Service Provider, or under this Agreement. All work deemed not acceptable to Acts shall be corrected at no additional cost to Acts. Service Provider shall warrant work for one (1) year for all materials, parts and workmanship under normal usage conditions, unless otherwise specified.

7. Limitation of Liability. Service Provider hereby agrees that the work to be performed under this Agreement will be performed entirely at Service Provider's risk, and that Service Provider assumes all responsibility for the subject matter of this Agreement. Service Provider will solely be entirely responsible for his/her acts during the performance of this Agreement. Nothing in this Agreement shall exclude or limit: (a) Service Provider's liability under Section 6, Section 8, and Section 11 hereof; or (b) Service Provider's liability for fraud, personal injury, or death caused by its negligence or willful misconduct.

8. Indemnification. Service Provider shall defend, indemnify and hold harmless Acts, and its subsidiary, affiliated, or related entities, its successors or assigns, and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or related to, in whole or in part, (i) the Services; (ii) death, bodily injury or property damage to or caused by Service Provider or its present and former officers, directors, employees, agents, attorneys and representatives, successors and assigns while onsite at Acts' premises; (iii) any data breach involving Confidential Information or protected health information; (iv) acts or omissions of negligence, willful misconduct or fraud of, or violations of applicable law by, Service Provider, its agents, employees, subcontractors and consultants; (v) allegations that the Services, or any work product or component thereof furnished by Service Provider infringe or otherwise violate the intellectual property rights of any third party; or (vi) Service Provider's negligence, willful misconduct or breach of this Agreement. Service Provider shall not enter into

any settlement without Acts' or Indemnitee's prior written consent.

9. Insurance. During the term of this Agreement, Service Provider shall, at its own expense, obtain and maintain in full force and effect, the following insurance coverages against claims for injuries to persons or damages to property arising out of the performance of Service Provider, its consultants, subcontractors, or sub-subcontractors, or anyone they employ directly or indirectly, or for whose acts they may be liable:

   a. Commercial General Liability Insurance in an amount not less than $1,000,000 each occurrence, $1,000,000 personal and advertising injury, $2,000,000 general aggregate, and $2,000,000 products and completed operations aggregate. Service Provider shall cause Acts, and its affiliated and related entities, to be named as additional insureds on a primary and non-contributory basis on all General Liability policies (by specific endorsement thereto) and shall provide additional insured coverage to the full limits of liability purchased by Service Provider.

   b. Commercial Automobile Liability Insurance, covering owned, long-term leased, hired, and non-owned vehicles, in an amount not less than $1,000,000 Combined Single Limit for Bodily Injury & Property Damage. Service Provider shall cause Acts, and its affiliated and related entities, to be named as additional insureds on a primary and non-contributory basis on all Auto Liability policies (by specific endorsement thereto) and shall provide additional insured coverage to the full limits of liability purchased by Service Provider.

   c. Workers' Compensation Insurance as required by law, including Employers' Liability Insurance in an amount not less than $500,000.

   d. If applicable, Professional Liability (aka Errors & Omissions) coverage in an amount not less than $1,000,000 per claim, and $1,000,000 general aggregate, with all coverage retroactive to the earlier of the date of this agreement, or the commencement of Service Provider's services, in relation to the work.

   Acts may require Service Provider to secure such other forms of insurance in such policy amounts as Acts may reasonably require from time to time. All coverages must be on a primary and non-contributory basis, with a waiver of subrogation in favor of Acts, and its affiliated and related entities, attached to all policies. The policies must be issued by carriers with a current A.M. Best rating of "A-" or higher and endorsed to provide thirty (30) days' advance notice to Acts of any cancellation, non-renewal, or material change in coverage. Service Provider must provide Acts with an Acord Certificate of Insurance naming Acts, and its affiliated and related entities, as certificate holders, along with a copy of the additional insured endorsements.

10. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

11. Confidentiality. All non-public, confidential or proprietary information of Acts, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Acts to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Service Provider without the prior written consent of Acts. Confidential Information does not include information that is: (a) in the public domain; (b) known to Service Provider at the time of disclosure; or (c) rightfully obtained by Service Provider on a non-confidential basis from a third party. Service Provider shall use the Confidential Information only for the purpose of providing Services under this Agreement. Acts shall be entitled to injunctive relief for any violation of this Section. If, in the course of providing the Services, Service Provider will have access to any Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, the parties agree that such access, use, or disclosure shall require the execution of a separate Business Associate Agreement, between the parties, which shall govern Service Provider's obligations with respect to PHI.

In the event that Service Provider is requested or required to disclose any of the Confidential Information or that it has provided or is providing the Service to or for Acts or any information related thereto in an investigatory, legal, regulatory or administrative proceeding or otherwise, Service Provider shall provide Acts with prompt notice thereof so that Acts may seek a protective order or other appropriate remedy. If no such order or remedy is sought or obtained, however, Service Provider may, without further liability hereunder, disclose in such proceeding that portion of the Confidential Information or other information that its legal counsel has advised Service Provider is legally required to be disclosed. Confidential Information disclosed pursuant to this Section shall otherwise remain subject to the terms and conditions of this Agreement.

In the event of any breach of this Agreement by Service Provider, Acts shall be entitled, in addition to all other remedies that Acts may have at law or in equity, to injunctive relief or an order of specific performance. No failure or delay by Acts in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege hereunder. The terms of this Section shall survive the completion of the Services provided under this Agreement and the termination of the Agreement.

12. Security.

    a. Service Provider and sub-contractors, as applicable, shall conduct criminal background checks on any personnel scheduled to be present on Acts' campuses and be able to provide documentation upon request to indicate such person has not been convicted at any time of a prior felony charge. If it is discovered that Service Provider or sub-contractor personnel working on Acts campus have been convicted of a prior felony charge, they may not provide services on an Acts property.

    b. Service Provider shall comply with all rules, regulations and policies of Acts, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Acts to certain areas of its premises or systems for security reasons, policies governing the recording of communications, and general health and safety practices and procedures.

    c. Service Provider acknowledges that various, appropriate areas of Acts' campuses are under video surveillance. The use of video surveillance by authorized Acts personnel is solely for the purposes of ensuring the safety of residents and staff, controlling theft and identifying individuals who behave in a disruptive manner or cause damage to property belonging to Acts, its residents or staff. Service Provider agrees to the use of such video surveillance to the extent that any such approval is required by law.

    d. Taking photographs or recordings of a resident, anywhere on an Acts campus, their private space, without the resident's or designated representative's written consent is a violation of the resident's right to privacy and confidentiality, which is against the law. Service Provider shall not take photographs or recordings without resident's, or designated representative's, or employee's written consent.

13. Release of Claims. To the fullest extent permitted by applicable law, Service Provider, on behalf of itself and its present and former officers, directors, employees, agents, attorneys and representatives, successors and assigns ("Service Provider Releasers") who access or perform Services on Acts' premises or perform services on Acts' premises or use Acts' facilities, equipment, materials, systems or other property, hereby knowingly and voluntarily releases, waives, and discharges the Indemnitees from any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses arising out of or relating to Service Provider Releasers' access to, presence on, or use of Acts' premises, facilities, equipment, materials, systems or other property, including claims for bodily injury, death, or property damage.

14. Force Majeure. Except with respect to defaults of Service Provider's subcontractors and in connection with any service level agreements associated with software or software-as-a-service, neither Party shall be liable to the other Party for failure to perform, to the extent that such failure arises out of causes beyond the control and without the fault or negligence of the non-performing Party and despite the best efforts of such non-performing Party. Such causes include acts of God, acts of a government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or freight embargoes.

15. Business Continuity and Disaster Recovery - Service Provider shall maintain, and test at least annually, a commercially reasonable written business continuity and disaster recovery plan appropriate to the Services, including, as applicable, secure backup and timely restoration of Acts data, and shall provide a summary of such plan to Acts upon request. Service Provider shall notify Acts within twenty-four (24) hours of any event that materially disrupts, or is reasonably likely to materially disrupt, the Services, and shall promptly implement such plan and use commercially reasonable efforts to restore the Services. A force majeure event shall not excuse Service Provider's obligation to implement its plan. If any material disruption continues for more than ten (10) days, Acts may terminate this Agreement immediately upon written notice without liability.

16. Nondiscrimination. Neither party shall discriminate against any patient, employee or other persons on account race, color, creed, sex, ancestry, age or national origin. Both institutions shall comply with requirements of Title VI of the Civil Rights Act of 1964.

17. Assignment; Subcontracting. Service Provider shall not assign this Agreement without the prior written consent of Acts. No subcontract shall be made with any other party to furnish any of the Services to be provided in accordance with this Agreement without the prior written consent of Acts. To the extent that Service Provider assigns, delegates, or subcontracts any or all of its rights or obligations hereunder, Service Provider shall require of such assignee, delegates, or subcontractor(s) written agreements at least as restrictive and protective of Acts and Confidential Information as those set forth herein, and Service Provider shall be fully responsible for the acts or failures to act of such assignees or subcontractors. If utilizing a subcontractor, prior to the start of work, Service Provider shall obtain certificates of insurance from any sub-contractor as evidence of the required coverage as set forth in Section 9 and shall provide such certificates to Acts upon request. Acts reserves the right to refuse any subcontractor.

18. Nonsolicitation. While this Agreement is in effect and for a period of twelve (12) months following termination hereof, Service Provider shall not, directly or indirectly: (a) induce or attempt to induce Acts' employees or otherwise interfere with the relationship; (b) employ, or otherwise engage as an employee, independent contractor or otherwise, any employee, former employee, or independent contractor of Acts; or (c) induce or attempt to induce any business relation of Acts to cease doing business with Acts, or interfere with the relationship between Acts and such business relation.

19. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted, and its validity shall be determined in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the parties to enforce this Agreement shall be brought in any state or federal court located in the Commonwealth of Pennsylvania, County of Montgomery. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

20. Waiver. No waiver by Acts of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Acts. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. Miscellaneous.

    a. Prior Agreement Superseded. This Agreement, together with any documents incorporated herein by reference, constitute the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Purchase Order, these Terms shall govern, unless the Purchase Order expressly states that the terms and conditions of the Purchase Order shall control. This Agreement expressly limits Service Provider's acceptance to the terms of this Agreement. These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of Service Provider's general terms and conditions or any other document issued by Service Provider in connection with this Agreement.

b. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

c. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

d. Amendment and Modification. This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each party.