

Demonstration Agreement
ICEFLY® Cryogenic Machining
Air Products & Chemicals, Inc.

This letter constitutes an agreement between the Regional Employment Board of Hampden County, Inc. (“Customer”) and Air Products and Chemicals, Inc. (“Air Products”) to enter into a demonstration of the Air Products’ ICEFLY® Cryogenic Machining Technology (“Demo”) as described herein.

Purpose:

It is agreed that the purpose of the Demo is to permit Customer to test Air Products’ ICEFLY® Equipment (“Equipment”) in order to assess suitability, develop new applications, and provide information resulting from the Demo to one or more precision machining companies in the Pioneer Valley Region of Massachusetts that are participating in the project being administered by the Customer, in consideration for a possible Equipment lease or purchase and license of the applicable technology, including patents and knowhow, by one or more of the participating companies at their location. It is further agreed that the Demo equipment will be installed and conducted exclusively at Springfield Technical Community College, One Armory Square, Springfield, MA 01102 (“Facility”). Customer acknowledges that Air Products does not warrant any results of the Demo, and any costs or losses incurred by Customer as a result of the Demo shall be assumed solely by the Customer.

The term of the Demo will commence upon receipt of the equipment at the Customer’s Facility, which is anticipated to arrive within four (4) weeks after receipt by Air Products of the signed agreement. The initial Term of the Demo will be three (3) months, and the Term will continue thereafter for additional one month periods, for a maximum of six (6) months total, unless terminated earlier by either party at any time during the Term upon ten (10) days written notice.

During the Demo, Air Products agrees to:

- Furnish Equipment and services specified as Air Products’ Scope in Attachment 1 – “Technical Scope Delineation - ICEFLY® Demonstration Agreement”;
- If requested, evaluate data from the Demo and provide suggestions to the prospective precision machining companies regarding Equipment costs for a permanent installation, estimated monthly operating costs, and/or Equipment or system features enhancements.
- Provide onsite setup and startup technical assistance for two days free of charge. Additional days of onsite technical assistance may be arranged at a per diem cost of \$1200.00 plus travel expenses.

During the Demo, Customer agrees to:

- Pay Air Products \$2,500 for the first month in advance for the Demo, and make the first month’s payment upon execution of this Agreement;
- Each additional month will be billed at \$1,500, payable in advance.
- Provide the personnel, equipment, utilities/consumables, and other required resources which are specified as being within Customer’s Scope in Attachment 1;
- Provide Air Products personnel with free access to the Demo Equipment at the Facility, and provide Air Products with copies of data relating to suitability assessment of the Demo Equipment.(subject to proprietary limitations imposed by end users.);
- Execute the Addendum in Attachment 2, which will thereby provide Customer with a Limited Process Usage License in connection with the Demo;
- Ensure that the provided Demo Equipment is returned in the same condition as when furnished at the beginning of the Demo, other than any alterations made by or authorized by Air Products.

General Terms and Conditions of the Demo

- Title to the Demo Equipment shall at all times remain with Air Products, and the Demo Equipment shall not be or become fixtures, notwithstanding the manner in which any of the Demo Equipment is or may be affixed to Customer’s real or other property.
- THIS AGREEMENT CONTAINS NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITING THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees that determination of the suitability of the Demo Equipment for the use contemplated by Customer is sole responsibility of Customer, and Air Products shall have no responsibility therewith. Further, Customer agrees that it will use the Demo Equipment and Air Products services and any advice, assistance and suggestions of Air Products at Customer’s sole risk, and that Air Products shall not be responsible or liable for any results thereof. Customer acknowledges that there are hazards associated with the use of the Demo Equipment and that it is Customer’s responsibility to warn and protect its employees and others exposed to such hazards through Customer’s use of the Demo Equipment.
- Air Products and Customer shall each assume the sole risk of, and shall release, indemnify, defend and hold harmless the other party from and against, (i) any loss or damage to its own property and that of its contractors, employees, agents, and representatives (collectively, “Personnel”), with the exception that Customer shall be responsible for any damage to or loss of the Demo Equipment while it resides at the Facility unless caused by Air Products, (ii) any downtime, fines, penalties, or economic loss incurred by such party, and (iii) any injury or death to its own employees, agents or representatives regardless of the cause thereof (including the negligence of the other party).
- In no event shall any party be liable in contract or in tort for any indirect, special, incidental or consequential damages of any kind arising out of this Agreement, or any breach thereof, or any defect in or failure or malfunction of the Demo Equipment, and such limitation on damages shall survive failure of an exclusive remedy.
- If Air Products is prevented wholly or in part from undertaking its obligations under this Agreement by its normal means through circumstances beyond its reasonable control, it may, without liability, suspend its obligations or otherwise delay the execution of the Demo during the period it is affected by such circumstances.
- This Agreement sets out the entire understanding between the parties in relation to its subject matter. No modification, renewal, extension or waiver of it or any of its provisions shall be binding unless agreed in writing. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law provisions.

The persons signing this Agreement on behalf of Air Products and the Regional Employment Board of Hampden County, Inc. represent that they are authorized to sign this Agreement and to legally bind their respective employers. Please indicate your acceptance of the above by signing both copies and returning them to the undersigned. A copy will be returned for your file.

Accepted by: **AIR PRODUCTS AND CHEMICALS, INC**

Accepted by **Regional Employment Board of Hampden County, Inc.**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Attachment 1 – Technical Scope Delineation
ICEFLY® Demonstration Agreement**

Item. No.	Description	Air Products Scope		Customer Scope		Comments
		Spec. Only	Supply	Spec. Only	Supply	
1.0	Equipment					
1.1	<p><u>ICEFLY® Model 2000:</u></p> <p>One (1) Model 2000 ICEFLY® Control Panel, consisting of a self-contained freestanding equipment rack containing LIN flow controls and monitoring devices, electrical / control input/output connections, tubing and wiring, and AP-propriety software</p> <p>ICEFLY® Nozzle System, consisting of one (1) spray system nozzle and interconnecting flex tubing to panel.</p> <p>One (1) Environmental O2 Monitor (as needed)</p>		☐			
1.2	<p><u>LIN Supply/Delivery:</u></p> <p>1. Flexible VJ Piping for LIN feed (max. 40 feet length – loaned basis, as needed)</p> <p>2. LIN Storage System:</p> <p>a. Dedicated Dewar(s) -OR- b. Dedicated Microbulk / Bulk Storage</p>	☐	☐			<p><i>Customer to provide labor for VJ piping install, as needed</i></p> <p><i>Customer to furnish LIN product and LIN supply system.</i> <i>AP to confirm supply needs</i></p>

Item. No.	Description	Air Products Scope		Customer Scope		Comments
		Spec. Only	Supply	Spec. Only	Supply	
1.3	<u>Misc. Utilities:</u> 1. Elect. Power (120 vAC 15 amp 50/60 Hz service)				<input checked="" type="checkbox"/>	<i>Customer responsible for all required utilities</i>
2.0	<u>Services</u>					
2.1	Packaging & Shipping to Customer		<input checked="" type="checkbox"/>			
2.2	Installation and Commissioning 1. Installation 2. Commissioning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<i>AP to provide one (1) Technician for up to sixteen (16) hours of onsite support; Customer to arrange install labor and operator(s)</i>
2.3	Training 1. Safety Training 2. Operational Training		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>			<i>AP safety & operational training incl. in above onsite tech support</i>
2.4	Operation				<input checked="" type="checkbox"/>	<i>By Customer</i>
2.5	Maintenance 1. Routine Maintenance	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<i>Customer to perform routine system maintenance</i>
2.6	Teardown, Packaging, Return Shipping to AP Trexlertown				<input checked="" type="checkbox"/>	<i>Customer responsible for Demo Equipment teardown & return</i>
2.7	Consumables LIN, parts, and all other materials related to the test operations				<input checked="" type="checkbox"/>	<i>Customer responsible for all testing consumables</i>

**ATTACHMENT 2 - ADDENDUM TO THE ICEFLY® CRYOGENIC MACHINING DEMONSTRATION AGREEMENT
Limited Process Usage License to Customer**

THIS IS AN ADDENDUM TO, AND IS HEREBY INCORPORATED INTO, the ICEFLY® Cryogenic Machining Demonstration Agreement (“Agreement”) between Air Products & Chemicals, Inc. (“Air Products”), and the Regional Employment Board of Hampden County, Inc... (“Customer”)

THE SUBJECT OF THIS ADDENDUM is: a) certain patent and patent applications (the “Patents”) which are owned by or under license to Air Products as of the date hereof, and b) such specific related technology and know-how as Air Products may at its option disclose to Customer (the “Technology”). Both the Patents and Technology relate to the use of the ICEFLY® Cryogenic Machining Equipment provided by Air Products (“Equipment”) in the Cryogenic Machining Process (“Process”).

Air Products and Customer hereby further agree as follows:

- A) Air Products hereby grants to Customer, as part of the Agreement, a paid-up, nontransferable, nonexclusive, personal license (the “License”) to practice the Process under the Patents and Technology using the Equipment in connection only with Customer’s machining operations only at the Facility and only for the Term of the Demo.
- B) Air Products makes no warranties or representations regarding the validity or scope of the Patents, the Process, the Technology, or the Equipment, or regarding the non infringement thereof on the rights of any third party during the Demo.
- C) Once installed at the Facility, the Customer has no right to uninstall or move the Equipment without Air Products’ written permission, except if the uninstallation is for the purposes of returning the Equipment to Air Products. Any uninstallation or movement of the Equipment by Customer without Air Products’ permission immediately terminates the License granted to the Customer herein.

Accepted by: **AIR PRODUCTS AND CHEMICALS, INC**

Accepted by: **Regional Employment Board of Hampden County, Inc.**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____