BEVERAGE SERVICE AGREEMENT

C3008406
Account #
Wellesley College
Account Name

Billing Address

Shipping Address

City State Zip

Number of Employees

EQUIPMENT:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Stock</th>
<th>Description (Include # of thermoses/glass pots)</th>
<th>Rental Fee, Lease Terms, or Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Floor Model, Cooler</td>
<td>$4.99 per month</td>
</tr>
</tbody>
</table>

Customer agrees to purchase all product used in association with the equipment listed above from W.B. Mason.

In consideration of the equipment provided, customer agrees to the water pricing and minimum monthly purchase of 3 bottles.

WATER PRICING:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Minimum Monthly Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Gallon Blizzard Spring Water</td>
<td>$4.05</td>
<td>3 Bottles</td>
</tr>
<tr>
<td>3 Gallon Blizzard Spring Water</td>
<td>$3.49</td>
<td>3 Bottles</td>
</tr>
<tr>
<td>Deposit Fee per jug Credited Upon Return</td>
<td>$6.00</td>
<td></td>
</tr>
</tbody>
</table>

DEMO

Brewers installed for demonstration purposes may remain at a customer's location for up to five (5) days at no charge. After that, brewers will be invoiced subject to the terms outlined in the Beverage Service Agreement. In the event that there are no agreed upon terms, brewers will be charged at a list-price rental.

RENTAL

W.B. Mason agrees to provide the equipment in this Beverage Service Agreement for a monthly rental fee listed above plus sales tax. At the end of the initial period, this agreement will automatically renew for successive 1-year periods unless written notice is received from the customer 30 days prior to expiration for the agreement.

LEASE-PURCHASE

W.B. Mason agrees to provide the equipment in the Beverage Service Agreement for the terms listed above. Customer will be billed for the first month, last month, and a one-month security deposit upon receipt of equipment. Upon completion of the purchase period, ownership of the above mentioned equipment shall transfer to the customer.

SALE

W.B. Mason agrees to provide the equipment listed in this Beverage Service Agreement, as listed above, plus installation and sales tax. W.B. Mason will provide warranty service for all equipment subject to the terms of the specific manufacturer warranty. W.B. Mason acknowledges no additional warranties.

WAIVER OF LIABILITY—W.B. MASON—LIMITED WARRANTY—Although under this Agreement W.B. Mason is providing the customer with the equipment listed in this Beverage Service Agreement and is agreeing to perform certain installation and deinstallation services, perform filter changes on equipment on a scheduled basis, conduct preventative maintenance and repairs as necessary on a needed basis, the Customer hereby acknowledges, confirms and agrees:
Limited Warranty. WB Mason is not the manufacturer of any of the products being provided by W.B. Mason to the Customer under this Beverage Service Agreement, including without limitation, coffee brewers, coffee equipment, water coolers, filters, and any and all equipment to be utilized by W.B. Mason when performing any preventative maintenance and repairs hereunder and therefore, W.B. Mason cannot make and is not making any representations or warranties of any kind, nature or description to the Customer relative thereto or in connection therewith, provided however W.B. Mason will, to the extent that it is able to do so, pass through to Customer any manufacturer’s warranty (if any) covering the any products or services in lieu of any other express or implied warranties from W.B. Supplier with respect to the products and/ or services. WB Mason reserves the right to apply and/or change a rental fee on any equipment provided after the initial year of the agreement.

Waiver of Liability-W.B. Mason--Water Damage. That (a) it is the policy of WB Mason to install equipment only with the available water lines provided by or to the customer; (b) having coffee brewers, coffee equipment and water coolers in Customers facility including offices can cause and result in from time to time, in unintentional water leaks, water seepage, accidental discharges or overflows, and other deteriorating conditions, sudden accidents and/or events, resulting in physical damages to the Customers facility including offices and/or location (collectively “Water Damages”)(c) the Customer acknowledges that having coffee brewers, coffee equipment and water coolers located in Customers facility offices and/or location involves the risk of the Customer incurring or suffering Water Damages as a result thereof and that W.B. Mason does not assure nor make any representation to Customer that Water Damages will not take place at the Customers facility, offices and/or location or to its contents pursuant thereto; (d) that Customer hereby represents it is willing to accept all such risk and to protect W.B. Mason from all such claims for Water Damages that may be made either by Customer or by others. Therefore, except in instances where it is determined that any such Water Damages at the Customers facility offices or location, results from, or is caused by, W.B. Mason’s gross negligence or willful misconduct, (i) Customer hereby releases W.B. Mason, its servants, agents and employees from any and all claims for Water Damages that the Customer may suffer or sustain now or in the future as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (ii) Customer agrees that neither the Customer nor its agents, servants or employees will make a claim, sue or otherwise assert rights against W.B. Mason, its servants, agents or employees relative to or in connection with any Water Damages are incurred or alleged to have been incurred or sustained by the Customer as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iii) Customer agrees to defend and hold harmless W.B. Mason, its servants, agents or employees from all claims, suits, judgements, damages losses, and expenses including reasonable legal fees and costs, arising directly or indirectly, in whole or in part, from any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iv) that W.B. Mason shall not be responsible or liable to the Customer, or its affiliates, agents, shareholders, members, partners, directors, officers or employees for any Water Damages of any kind, nature or description directly or indirectly suffered, claimed, or incurred by Customer pursuant to and in connection with this Beverage Service Agreement, including without limitation and all losses, claims, demands, suits, or actions, any judgements for damages on account of or by reason of bodily injury, including death, any damage to property and from all costs and expenses incurred in connection with any such claim for Water Damages, including without limitation attorney’s fees and disbursements caused by or directly or indirectly arising out, or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement.

In the event the equipment provided by W.B. Mason to the Customer is a pressure type, the Customer agrees to shut off all water at the valves leading to pressure cooler/equipment whenever the Customer leaves its facility, office and/or location unattended.
Indemnification and Hold Harmless. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless W.B. Mason, its affiliates shareholders, members, partners, directors, officers, agents servants, employee and agents from and all losses, damages (including without limitation or restriction Water Damages as defined above) claims, demands, suits, or action (collectively a “Claim”) or judgments for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such Claim, including without limitation, attorneys fees and disbursements caused by or directly or indirectly arising out of or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement, including” (a) any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; (b) the failure of W.B. Mason failure provide products, complete any work or perform any services required to be done by W.B. Mason hereunder (c) the negligent or wrongful conduct of W.B. Mason or any of its subcontractors relative to any products provided by W.B. Mason to the Customer hereunder any work done, or services performed by W.B. Mason or any subcontractors respective agents, servants or employees (d) W.B. Mason failure to comply with any applicable law rules or regulation or permit in connection with any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; but excepting from the foregoing to the extent any such Claim or breach or violation is caused by or results from any gross negligence or intentional misconduct by W.B. Mason and (e) any Claim or judgment for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such Claim, caused directly or indirectly from act, omission, negligence or conduct of the Customer hereunder or any breach by Customer of any representation, warranty covenant or obligation made by Customer to W.B. Mason under this Beverage Service Agreement. Except as otherwise provided herein, the Customer shall at its own cost and expense defend any such Claim which may be asserted or commenced against W.B. Mason by reason of or in connection with of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers indemnity and hold harmless obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Service Agreement.

Commercial General Liability Insurance. The Customer agrees to secure and keep in full force and effect throughout the term of this Beverage Services Agreement commercial general liability insurance including contractual liability (to specifically include coverage for the Damage Caused by Water and the Indemnification and Hold Harmless articles set forth above in this Beverage Service Agreement, Products and Completed Operations Liability Broad Form Property Coverage, written a on an occurrence form with combined bodily injury and property damages limits of liability of no less than $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.