

Airgas USA, LLC, with offices at 2601 S. Division Ave, Orlando, Florida, 32805 ("Seller") and University of Central Florida on behalf of its Board of Trustees with offices at 12479 Research Parkway, Orlando, FL 32826 ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

1. **MASTER AGREEMENT:** This Member-Specific Addendum ("Addendum") is being entered into in connection with that certain Master Agreement Number CNR01362 between Educational and Institutional Cooperative Services, Inc., and Airgas, Inc., on behalf of its subsidiaries and affiliates, effective October 1, 2014 ("Master Agreement"). This Addendum is a part of and is incorporated into the Master Agreement, and is subject to the terms and conditions of the Master Agreement. To the extent that there is a conflict between the terms herein and the terms of the Master Agreement, the Master Agreement shall control.
2. **PRODUCTS & SERVICES:** Buyer shall buy from Seller, and Seller shall sell to Buyer, industrial, specialty, and/or medical gases, in gaseous and/or liquid form ("Product(s)"), for use at listed location(s) and at any relocated, expanded, or new Buyer location(s), in suitable containers including, without limitation, cylinders, liquid containers and/or bulk, including "mini" or "micro" bulk, and including on-site generation equipment, upon the terms and conditions set forth in this Agreement, including, without limitation, any rider or amendment to this Addendum. The Products covered by this Addendum shall also include (i) welding consumables and equipment, safety products and services, and related supplies as may be designated in any rider or amendment hereto, and (ii) any products used by Buyer in substitution for any of the Products described herein. Buyer agrees that it shall support this preferred Member Specific Addendum in its purchases of its requirements from Seller.
3. **TERM:** This Addendum shall have a term which expires with the Master Agreement unless a Rider extends it beyond such termination of the Master Agreement (the "Term").
4. **PRICING AND PAYMENT TERMS:** The pricing for Products purchased hereunder, which may be adjusted by Seller in accordance with the Master Agreement, shall be as set forth in this Agreement or any rider or amendment hereto. See Master Agreement for additional pricing and payment terms.
5. **RENTAL/FACILITY FEES:** Seller shall maintain records of cylinder deliveries and returns hereunder and shall charge Buyer rental at the rates in the attached rider. If not listed on a rider, rental fees will be priced at market rate. Such fees may be adjusted by Seller in accordance with the Master Agreement. In the event that any gas or liquid storage tanks and related equipment ("Equipment") are installed by Seller or its representative at Buyer's facility for storage of Product, Buyer shall pay to Seller, for the availability of said Equipment for use hereunder, a fee as per the Master Agreement.
6. **CYLINDER RETURN:** Buyer shall return, in a good and non-contaminated condition, all cylinders, with valves closed, complete with caps and fittings and shall pay Seller the replacement value of any lost or damaged cylinders, caps or fittings and for any loss or damage caused by Buyer contamination. Buyer shall not permit cylinders or other storage containers furnished hereunder to be filled with any product not furnished by Seller or Seller's authorized representative.
7. **BULK SITE REQUIREMENTS:** Buyer shall promptly furnish an accessible, secure location ("Site") for Seller's Equipment at each of its facilities at which Products are required to enable suitable delivery and storage of such Products, including all foundations, lighting, fences, pipes and other preparation and equipment required for the safe delivery and distribution of Product(s) to and from the Site. Buyer shall also provide at the Site, at Buyer's cost, all electricity or other utilities, including, if necessary, phone lines, as well as all licenses and permits required in connection with use of the Site.
8. **INSTALLATION:** Equipment provided by Seller shall be installed and maintained in good repair and operation by Seller. Buyer may provide its own equipment in which event Seller shall have no obligation to maintain the same. Buyer shall have no ownership interest in the Equipment installed at the Site by Seller and shall keep same free of any and all liens or claims of any kind. Buyer shall not permit Equipment furnished hereunder to be filled with any product not furnished by Seller or Seller's authorized representative.
9. **ACCESS:** Authorized representatives of Buyer, Seller and/or Seller's representatives shall have access at all times to the Site, but Buyer shall deny access to all others. Buyer shall not alter, adjust or repair any Equipment installed by Seller at the Site. Buyer shall be responsible for any loss of, or damage to, such Equipment unless arising as a direct result of Seller's sole negligence. Seller shall not be liable for any delay in installation of any such Equipment.
10. **EQUIPMENT CHANGE:** If in the sole judgment of Seller any Equipment installed by Seller shall become inadequate, including, without limitation, because of a substantial change in Buyer's requirements of Product, Seller shall have the right, at its own expense, to substitute a different size or type of Equipment and the Facility Fee shall be adjusted to reflect such substitutions. This Agreement will cover all mode changes, including but not limited to: cylinders to liquid containers, liquid containers to bulk storage vessels (including microbulk), bulk storage vessels to on-site generation, or any combination of the preceding.
11. **REMOVAL:** Seller shall have the right to remove any Equipment installed by it within ninety (90) days after the expiration or termination of this Agreement. Buyer's obligation with respect to loss of, or damage to Equipment shall remain in full force and effect until Seller effects such removal. Buyer may require Seller to remove any of its Equipment from the Site prior to the end of the Term by paying to Seller (a) a pro-rata share of the cost of installing such Equipment which reflects the balance of the Term of this Agreement that is unexpired as of the date of such removal and (b) a removal fee reasonably determined by Seller.
12. **DELIVERIES:** (a) Bulk and Microbulk storage Sites shall be accessible for delivery twenty-four (24) hours per day; (b) Seller or its representatives shall usually make deliveries of all other Product(s) on regular business days between the hours of 8:00 a.m. and 5:00 p.m. Such Product may be delivered at other hours, upon agreement of the parties. In the event Buyer requests Seller to deliver at other hours, Seller shall employ commercially reasonable efforts, but shall not be obligated to make such deliveries, and Buyer shall pay all additional expenses incurred by Seller as a result of such special delivery; (c) Deliveries made during a strike or other labor disturbance affecting Buyer shall be at Buyer's sole risk. Buyer hereby indemnifies Seller from and against all costs, damages and losses ("Losses") arising out of any such delivery where such Losses incurred by Seller are in excess of the delivery costs normally associated with delivering Products to Buyer; (d) With respect to bulk Product sold hereunder, Seller may, at its sole option, but is not obligated to, make any delivery of less than seventy-five percent (75%) of the bulk tank capacity.
13. **WARRANTY:** See Master Agreement.
14. **LIMITATION OF LIABILITY:** See Master Agreement.

Seller Initials



Buyer Initials





15. **REMEDY:** Except as provided in the Master Agreement, Buyer's exclusive remedy for the increased amount on the part of Seller is as set forth herein. Buyer shall be required to pay, regardless of the cause of such failure, including negligence, shall be to recover from Seller the difference between the cost to Buyer of any reasonable purchase of Product in substitution for Product not delivered and the lesser price of such quantity of Product hereunder. Buyer's exclusive remedy for each unexcused failure of Product to meet specification shall be to receive a refund of the price of such non-conforming Product or replacement thereof with Product that meets such specification.

16. **CUSTOM ORDERS/INVENTORY:** In the event Seller has ordered, manufactured or had manufactured for Buyer any custom or special order goods, including, by way of example only and not limitation, specialty gas blends or mixes, customized safety goods, or specialized Equipment, the expiration or early termination of this Agreement shall not relieve Buyer of its obligation to purchase and pay for all such goods.

17. **FORCE MAJEURE:** See Master Agreement.

18. **TAXES:** See Master Agreement.

19. **PRICE CHANGES:** See Master Agreement.

20. **COMPLIANCE/MSDS:** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act, and applicable regulations thereunder. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Material Safety Data Sheets (MSDS). Additional MSDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to [www.airgas.com](http://www.airgas.com). Buyer understands that the Products must not be used without first consulting the MSDS.

21. **BUYER'S RESPONSIBILITIES:** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. **BUYER ACKNOWLEDGES THAT THERE ARE HAZARDS ASSOCIATED WITH THE USE OF THE PRODUCTS, THAT IT UNDERSTANDS SUCH HAZARDS, AND THAT IT IS THE RESPONSIBILITY OF BUYER TO WARN AND PROTECT ALL THOSE EXPOSED TO SUCH HAZARDS.** It is Buyer's responsibility to ensure that: (i) the installation and/or use of the Products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the Products are safe for the intended use; and (iii) the Products are handled in a safe and professional manner. **BUYER SHALL HAVE THE SOLE RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF ANY OF SELLER'S PRODUCTS FOR THE USE CONTEMPLATED BY BUYER.**

22. **CLAIMS:** All claims by Buyer having anything to do with any Product or Equipment furnished hereunder by Seller shall be made in writing within ten (10) days after the delivery thereof and failure of Buyer to give such notice shall constitute a complete waiver by Buyer of any such claims and defense for Seller against any such claims.

23. **ITEMIZED CHARGES:** (a) The total amount due from Buyer may include various itemized charges, including: charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery, and shipping; and/or charges for energy or fuel. None of the charges represents a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by Seller. Seller has not specifically quantified the relationship between the charges and the actual costs associated with the charges, which can vary by product, service, time and place, among other things. (b) No such charges not already provided for in a rider hereto will be imposed without mutual consent.

24. **CLASS ACTION AND TRIAL BY JURY WAIVER:** The United Nations Convention on Contracts for the International Sale of Goods and The Uniform Computer Information Transactions Act will not, for any purpose, govern or apply to this Agreement or any transactions, performance or disputes hereunder. Both parties hereto hereby waive all right or entitlement to trial by jury in connection with any dispute that arises out of or relates in any way hereto or to Product supplied hereunder. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum.

25. **COUNTERPARTS; ELECTRONIC TRANSMISSION:** This Agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart and legal, valid and binding execution by such party.

26. **NOTICES:** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address on the first page hereof or such other address as the recipient may provide, and shall be deemed to have been given on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose.

27. **ACCEPTANCE:** This Agreement shall not be binding on Buyer and Seller until it is accepted in writing by a duly authorized representative of each party. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing signed by Buyer and Seller. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. Headings used herein are for reference only and not interpretation of the Agreement.

University of Central Florida (Buyer)

Accepted By: Mynelle Nido

Printed Name: Mynelle Nido

Title: Assoc. Director Date: 7/31/15

Reference Date: April 1, 2015 rev'd 4-14

Airgas USA, LLC (Seller)

Submitted By: Todd Zimmerman

Accepted By: Raymond Simmons

Printed Name: Raymond Simmons

Title: Area Vice President Date: 2/2/16

Approved as to Form and Legality


J. Clark, 7/31/15



## Cylinder Gases Rider

Initial Term Rider to Agreement between University of Central Florida and Airgas USA, LLC, with a Reference Date of April 1, 2015

Buyer's Location(s): Main UCF Campus and FSEC Campus

	Gas pricing for institutions whose individual annual spend on gases is < \$100k			No delivery Charge <del>-\$30.00 Delivery Charge per Order</del>	
	Material	Material Description	Unit	Price	Daily Rent
1	AC 4	ACETYLENE IND #4 CGA 510	Cyl	\$34.52	\$0.10
2	AI 300	AIR INDUSTRIAL 300	Cyl	\$10.34	\$0.10
3	AI B300	AIR BREATHING 300 CGA 346	Cyl	\$10.34	\$0.10
4	AI BE	AIR BREATHING E CGA 950	Cyl	\$4.49	\$0.10
5	AI UZ300	AIR UZ 300 CGA 590	Cyl	\$128.52	\$0.10
6	AI Z200	AIR ZERO 200	Cyl	\$26.60	\$0.10
7	AI Z300	AIR ZERO 300 CGA 590	Cyl	\$80.25	\$0.10
8	AR 300	ARGON INDUSTRIAL 300 CGA 580	Cyl	\$37.55	\$0.10
9	AR UHP300	ARGON UHP GR 5.0 SIZE 300	Cyl	\$67.98	\$0.10
10	CD 180LT350	CARBON DIOXIDE IND 180LTR 350PSI	Cyl	\$69.89	\$0.99
11	CD 50	CARBON DIOXIDE IND 200 CGA 320	Cyl	\$13.77	\$0.10
12	CD 50S	CARBON DIOXIDE IND 50 POUND CGA 320	Cyl	\$13.24	\$0.10
13	CD BD200	CARBON DIOXIDE BONE DRY 200 CGA 320	Cyl	<del>\$148.13</del> Changed 1.4.16 \$16.00	\$0.10
14	CD I200	CARBON DIOXIDE INST 200 CGA 320	Cyl	\$92.22	\$0.10
15	CD ICEP	DRY ICE PELLETS	Pound	\$1.48	n/a
16	CD R200	CARBON DIOXIDE RESEARCH 200 CGA 320	Cyl	\$545.71	\$0.10



17	E02NI95E15A3186	EP 5% OX / NI 15A	Cyl	\$432.73	\$0.10
18	E02NI99E15AC121	EP 180 PPM NC/NI 15A CUST	Cyl	\$287.00	\$0.10
19	HE 100LT	LIQUID HELIUM 100 LITER	Cyl	\$719.00	\$5.00
20	HE 125	HELIUM IND 125 CGA 580	Cyl	\$88.69	\$0.10
21	HE 20	HELIUM INDUSTRIAL 20 CGA 580	Cyl	\$22.42	\$0.10
22	HE 200	HELIUM INDUSTRIAL 200 CGA 580	Cyl	\$90.00	\$0.10
23	HE 300	HELIUM INDUSTRIAL 300 CGA 580	Cyl	\$95.00	\$0.10
24	HE HP300	HELIUM GR. 4.8 HP SIZE 300	Cyl	\$105.00	\$0.10
25	HE UHP200	HELIUM UHP 200	Cyl	\$85.20	\$0.10
26	HE UHP300	HELIUM UHP 300 CGA 580	Cyl	\$105.00	\$0.10
27	HY 300	HYDROGEN INDUSTRIAL 300 CGA 350	Cyl	\$13.40	\$0.10
28	HY UHP200	HYDROGEN UHP 200 CGA 350	Cyl	\$37.00	\$0.10
29	HY UHP300	HYDROGEN UHP GR 5 SIZE 300	Cyl	\$48.18	\$0.10
30	HY UHP35	HYDROGEN UHP 35 CGA 350	Cyl	\$34.50	\$0.10
31	HY Z300	HYDROGEN ZERO GR. 4.8 SIZE 300	Cyl	\$124.84	\$0.10
32	ME CP300	METHANE CP GRADE 300	Cyl	\$164.93	\$0.10
34	NEUHP2006000LT	NEON UHP 6000 LITER	Liter	\$0.27	\$0.10
35	NI 160LT22	NITROGEN IND LIQ 160LT 22PSI	Cyl	\$49.00	\$0.99
36	NI 180LT22	NITROGEN IND LIQ 180LT 22PSI	Cyl	\$49.00	\$0.99
37	NI 180LT230	NITROGEN IND LIQ 180LT 230PSI	Cyl	\$49.00	\$0.99
38	NI 180LT350	NITROGEN IND LIQ 180LT 350PSI	Cyl	\$53.00	\$0.99
40	NI 200	NITROGEN INDUSTRIAL 200 CGA 580	Cyl	\$6.93	\$0.10
41	NI 200	NITROGEN INDUSTRIAL 200 CGA 580	Cyl	\$13.37	\$0.10
42	NI 240LT22	NITROGEN IND LIQ 240LT 22PSI	Cyl	\$58.63	\$0.99
43	NI 240LT22C	NITROGEN IND LIQ 240LT 22PSI C/O	Cyl	\$58.63	\$0.99
44	NI 240LT230	NITROGEN IND LIQ 240LT 50PSI	Cyl	\$58.63	\$0.99

45	NI 300	NITROGEN INDUSTRIAL 300	Cyl	\$12.00	\$0.10
46	NI UHP200	NITROGEN UHP 200 CGA 580	Cyl	\$28.00	\$0.10
47	NI UHP300	NITROGEN UHP GR 5.0 SIZE 300	Cyl	\$63.38	\$0.10
48	OX 200	OXYGEN INDUSTRIAL 200 CGA 540	Cyl	\$7.11	\$0.10
49	OX 300	OXYGEN INDUSTRIAL 300 CGA 540	Cyl	\$8.79	\$0.10
52	OX E	OXYGEN INDUSTRIAL E CGA 540	Cyl	\$2.50	\$0.10
53	OX UHP300	OXYGEN UHP 300 CGA 540	Cyl	\$123.50	\$0.10
54	REFC318S355P	C318 SEMI 35 5LBS	Cyl	\$665.00	\$0.10
55	REFR14S3510P	R14 SEMI 35	Cyl	\$350.00	\$0.10
56	REFR23E105P	R23 TRIFLUOROMETHANE ELECT 10	Cyl	\$368.00	\$0.10
57	SD AH5ST	SULFUR DIOXIDE AH SAFE-T-CYL	Cyl	\$235.00	\$0.10
58	SH EL200	SF6 ELEC 200 CGA 590	Cyl	\$1,459.00	\$0.10
59	X02AI50C2000817	CT 50% CO2 BAL AIR 200	Cyl	\$150.00	\$0.10
60	X02AI70C2000818	CT 30 % CD/AI 200	Cyl	\$150.00	\$0.10
61	X02AR90C2003172	CT 10 % HY/AR 200	Cyl	\$134.66	\$0.10
62	X02AR95D3002178	E1 5 % ME/AR 300	Cyl	\$135.34	\$0.10
63	X02AR97C15A0000	CT 2.9% HY/AR 15A	Cyl	\$238.00	\$0.10
64	X02AR98C2005022	CT 2 % OX/AR 200	Cyl	\$117.00	\$0.10
65	X03HE40C3001744	CT 30% CD/30% NI/HE 300	Cyl	\$383.00	\$0.10
66	X02AR90D2000291	E1 10 % ME/AR 200	Cyl	\$126.73	\$0.10
67	X02NI97C3543L2	CT 2.5 % CD/NI 35	Cyl	\$116.48	\$0.10
68	X02NI97C3543L3	CT 3 % CD/NI 35	Cyl	\$116.48	\$0.10
69	X02NI98C3513S8	CT 1.5 % CD/NI 35	Cyl	\$116.48	\$0.10
70	X02NI98C355661	CT 2 % CD/NI 35	Cyl	\$116.48	\$0.10
71	X02NI99B15A2682	BT 1000 PPM HS/NI 15A	Cyl	\$144.16	\$0.10
72	X02NI99C15A6770	CT 1000 PPM HS/NI 15A	Cyl	\$177.02	\$0.10
73	X02NI99C351021	CT 0.5 % CD/NI 35	Cyl	\$116.48	\$0.10

\*All other cylinders not listed but leased (rented), or purchased by Buyer from Seller hereunder will be priced at market level.

**ALL CHARGES BELOW ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

Hazmat Charge is \$0.00 per Delivery

Delivery Charge is \$30.00 per Delivery

University of Central Florida (Buyer)

Accepted By: Myrnelle Nido

Printed Name: Myrnelle Nido

Title: Associate Director Date: 8/14/15

Airgas USA, LLC (Seller)

Submitted By: Todd Zimmerman

Accepted By: Raymond Simmons

Printed Name: Raymond Simmons

Title: Area Vice President Date: 2/2/16