

**ADDENDUM/MODIFICATION OF PURCHASE AGREEMENT BETWEEN  
LARAMIE COUNTY, WYOMING & COMMAND SOURCING, INC. and R-ZERO  
SYSTEMS INC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, WY 82003-0608, ("COUNTY") and Command Sourcing, Inc., 6100 Horseshoe Rd. STE A #228, Loomis, CA 95650 ("SELLER") and R-Zero Systems Inc. ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to provide for the purchase of a new UVC Robot (R-Zero Arc) by the Laramie County Sheriff's Office from SELLER. This agreement modifies certain terms and conditions in the Attachments to this agreement. The agreement of the parties includes this Agreement and the following documents, which are attached and incorporated herein by this reference:

- Invoice No. 1116202 dated November \_\_, 2020- 1 page (Attachment A)
- "R-Zero Terms and Conditions" including its "Exhibit A" entitled "Hardware, Software, SaaS Services, Support and Maintenance Services, Fees"- 5 pages (Attachment B)
- R-Zero Arc Specifications-1 page (Attachment C)

In the event of a conflict in these documents, the terms of this Agreement shall control.

**II. TERM**

This Agreement shall commence on the date of the last signature affixed hereto and remain in full force and effect until terminated as provided herein.

**III. PAYMENT**

COUNTY shall pay SELLER a sum not exceeding thirty five thousand eight hundred six dollars (\$35, 806.00) as consideration for a guaranteed delivery date on or before December 15, 2020 of a UVC Robot (R-Zero Arc), or submission of other documentation certifying delivery of materials or other items as indicated in Attachment B. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. MODIFICATIONS TO R-ZERO TERMS AND CONDITIONS**

- A. Section 4, entitled "Prices and Payment Terms,." including subsections 4.1, 4.2 and 4.3, of the above noted 'R-Zero Systems Inc. Terms and Conditions' (hereinafter,

“Terms”), shall be stricken and of no further force and effect, as all payment terms in this agreement are between County and SELLER.

B. Subsection 5, of Terms entitled "Confidentiality" shall be stricken and of no further force and effect and replaced with the following provisions:

5. Confidentiality. During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data (collectively, "Confidential Information") of a character identified by the disclosing party as confidential or that the receiving party knows or reasonably should know, based on the circumstances of the disclosure, is confidential to the disclosing party. The parties agree, that any written information so considered "confidential" may, but is not required to, be identified on its face by appropriate markings and or accompanying documentation specifically referencing the confidential provisions portions or character of the information sought to be so considered.

Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years, except that the obligations of this paragraph with respect to Confidential Information that constitutes a trade secret of the disclosing party will continue so long as such Confidential Information remains a trade secret under applicable law.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information. (e) Required to be disclosed by applicable statute, regulation and/or governmental or judicial agency having jurisdiction and authority to require such disclosure.

Contractor, (R-Zero Systems Inc.) understands and acknowledges that County is a governmental entity, and its requirements pursuant to this section are subject to the application of state and federal law. In the event a request is made by a third party, not privileged hereunder to receive such information, for any information considered confidential pursuant to this section, the County shall notify R-Zero in writing of the

request. County shall initially deny the third-party access to such information, as privileged pursuant to the "trade secret" provisions of Wyoming and/or federal law. In the event any third party initiates a court or agency litigation to obtain said information, R-Zero understands its obligation to appear and provide any required support or evidence needed defend the assertion of "trade secret" designation as county would have no grounds or basis for supporting such a position and will be unable to defend confidentiality upon those grounds. In events that R-Zero fails to support designation as a trade secret or participate in such litigation, released by the County of information subject to claim in such a matter shall not be considered breach of these provisions.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any applicable statute or regulation or governmental or judicial agency having jurisdiction.

C. Subsections 7.2(i), 7.2(ii), and 7.2(iii), of the section 7, of Terms entitled "Indemnification Obligations," shall be stricken and of no further force and effect.

D. Section 9, of Terms, entitled "Term, Termination and Effect of Termination", shall be modified by the addition of a (9) .3, which will state as follows:

9.3 Notwithstanding the foregoing, nothing in this Agreement or in this subsection thereof, shall extend the term of this Agreement beyond three (3) years from the "effective date" indicated herein. Any extension beyond that three-year period, will require a subsequent and separate agreement between the parties in writing. After the expiration of the 3rd year from the effective date, there shall be no automatic renewal of this agreement or its components in the absence of a subsequent and separate written agreement between the parties

E. Subsection 10.3,of Terms entitled "Governing Law and Venue," shall be stricken and of no further force and effect.

## **V. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall furnish the goods as described in the attached documents (described in ¶ I. above), as modified by this Agreement.

B. All prices are FOB point of Buyer. CONTRACTOR bears all responsibility for loss or damage to the products during shipment, and all responsibilities only cease when the products are delivered, inspected and accepted by the Laramie County Sheriff's Office.

C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized

representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

## VI. GENERAL PROVISIONS

A. Acceptance Not Waiver: COUNTY's acceptance or approval of the products furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for its obligations hereunder. COUNTY's payment for any of the products shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

B. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by COUNTY upon notice to CONTRACTOR, (c), by CONTRACTOR, with thirty (30) days' prior written notice to the other party; or (d) upon mutual written agreement by both parties.

C. Entire Agreement: This Agreement (5 pages) and the documents listed in ¶ I. above represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, written or oral.

D. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

G. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

H. Contingencies: Except for payments made from SELLER to CONTRACTOR, CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, as amended and/or any properly promulgated rules and regulations relating thereto.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

L. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers (the "COUNTY Indemnitees") from any and all liability for injuries, damages, claims, penalties, actions, demands or reasonable expenses arising from or in connection with any third-party claim against the COUNTY Indemnitees resulting from grossly negligent acts or omissions, willful misconduct, or defective products provided by CONTRACTOR pursuant to this Agreement except to the extent liability (a) is caused by the sole negligence or willful misconduct of any of the COUNTY Indemnitees or (b) arises from COUNTY's obligations in Section 7.2(iv) of the Terms.

M. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

N. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

O. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In

every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Q. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

R. Addendum/Modification Controls: Where a conflict exists or arises between any provision or condition of this Addendum/Modification and the Agreement, including its Attachment, the provisions and conditions set forth in this Addendum/Modification shall control. Except to the extent expressly amended by this Agreement, the Terms will remain in full force and effect according to their terms and conditions.

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LARAMIE COUNTY, WYOMING & COMMAND SOURCING, INC. and R-ZERO  
SYSTEMS INC.

Signature Page


LARAMIE COUNTY, WYOMING

By:  \_\_\_\_\_ Date 12-8-20  
Gunnar Malm, Chairman, Laramie County Commissioners


ATTEST:

By:  \_\_\_\_\_ Date Dec. 4, 2020  
Debra Lee, Laramie County Clerk

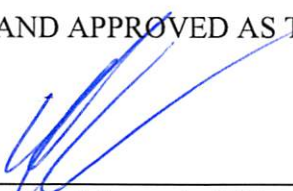
SELLER: COMMAND SOURCING, INC.

By:  \_\_\_\_\_ Date 12/3/20  
Title: VP/COO

CONTRACTOR: R-ZERO SYSTEMS INC.

By:  \_\_\_\_\_ Date 12/3/20  
Title: President

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 12/4/2020  
Laramie County Attorney's Office

Attachment A



Invoice

**Command Sourcing, Inc.**  
 6100 Horseshoe Bar Rd, STE A #228  
 Loomis, CA 95650  
 www.commandsourcing.com  
 sales@commandsourcing.com

INVOICE NO. 1116202  
 DATE December 2, 2020

**BILL TO** Laramie County  
 Attn: Accounts Payable  
 1910 Pioneer Ave  
 Cheyenne, WY 82001

**SHIP TO** Laramie County  
 Attn: Sandra Newland  
 1910 Pioneer Ave  
 Cheyenne, WY 82001

Command Sourcing Tax ID #	PO #	Salesperson	Sales Contact Info:	PAYMENT TERMS	DUE DATE
81-2441946		Rick Crays	307-797-9614	Net 30	Upon Receipt

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	UVCR	<b>UVC Robot</b> - Includes: Emitter, 9 bulbs (8+1 replacement), Warning Signs, UV-C Protection Glasses, Laser Measuring Tool, White Glove Delivery and Service Package for 3-Years with R-Zero.	\$ 35,000.00	\$ 35,000.00
1.00	SHP	<b>Shipping and Handling</b>	\$ 806.00	\$ 806.00
			<b>TOTAL</b>	<b>\$ 35,806.00</b>

**Comments or special instructions:**

Must provide tax exempt certificate or note that taxes outside of California shall be assessed by the purchaser. 4% service charge on payment by Credit Card. Return Policy: Command Sourcing must be notified prior to receipt of any returned items and a restocking fee may be assessed.



## Attachment B

### R-ZERO SYSTEMS, INC. TERMS AND CONDITIONS

1. **Products.** This agreement ("Agreement") governs (i) Customer's access and use of the R-Zero products, which includes the hardware components ("Hardware"), software components ("Software") and R-Zero's client dashboard ("SaaS Services"), each as described on the attached Exhibit A (collectively, the "Products"), (ii) R-Zero's provision of limited support and maintenance services with respect to the Products as described on the attached Exhibit A (the "Support and Maintenance Services"), and (iii) Customer's access and use of certain Product marketing materials (the "Collateral").

2. **Grants, Restrictions, and Ownership.**

2.1 **Grant.** Subject to the terms and conditions of this Agreement, R-Zero hereby grants Customer a non-exclusive, non-transferable and limited license to (i) access and use the Software, SaaS Services and the softcopy of documents that outline the specifications for the Products as provided by R-Zero to Customer ("Documentation"), (ii) display R-Zero's trademarks, logos or insignia, service marks, trade names, trade dress, slogans, or other brand features of R-Zero ("R-Zero Marks") solely in the form and format approved by R-Zero and as contained in the Collateral, and (iii) display the Collateral in a form and format approved by R-Zero within Customer's facilities, each of (i), (ii) and (iii) solely for Customer's internal business purposes.

2.2 **Restrictions.** Except as expressly authorized by this Agreement, Customer may not: (i) modify, copy, disclose, alter, translate or create derivative works of any of the Software, SaaS Services, Documentation, R-Zero Marks, or Collateral; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of any of the Products, Documentation, R-Zero Marks, or Collateral; (iii) use any of the Products or allow the transfer, transmission, export or re-export of any of the Products in violation of any export control laws or regulations administered by the U.S. Department of Commerce; (iv) decompile, disassemble, decode or reverse engineer the Software or the SaaS Services, translate the Software or the SaaS Services or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying the Software or the SaaS Services or reduce the Software or the SaaS Services by any other means to a human-perceivable form; (v) copy, frame or mirror any part or content of the Software or the SaaS Services; (vi) access the Products in order to (a) build a competitive product or service or (b) copy any features or functions of the Products; (vii) interfere with or disrupt the integrity or performance of the Software or the SaaS Services or any third-party data contained therein; (viii) attempt to gain unauthorized access to the Products or their related systems or networks; (ix) disclose to any third party any performance information or analysis relating to the Products; or (x) cause or permit any individual to do any of the foregoing. All goodwill arising out of any use of the R-Zero Marks will inure to the benefit of R-Zero and Customer will not (a) engage, participate or otherwise become involved in any activity that diminishes or tarnishes the image and/or reputation of the R-Zero Marks, (b) adopt, use, or register any words, phrases or symbols that are identical to or confusingly similar to any of the R-Zero Marks within any territory, (c) challenge or assist others to challenge the R-Zero Marks or the registration thereof or attempt to register any trademarks, logos or insignia, service marks, trade names, trade dress, slogans, or other brand features confusingly similar to the R-Zero Marks, or (d) remove, alter or obscure any proprietary notices in or on the Product or Collateral, including copyright notices.

2.3 **Ownership and Reservation of Rights.** As between the parties and subject to Section 2.1, R-Zero owns all right, title and

interest in and to the Software, SaaS Services, Documentation, R-Zero Marks, and Collateral, together with any and all Intellectual Property Rights (as defined below) embodied therein or related thereto. R-Zero reserves all rights not expressly granted in this Agreement, and no licenses are granted by R-Zero to Customer under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein. For the purpose of this Agreement, "Intellectual Property Rights" means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing. The Software, the SaaS Services, Documentation, R-Zero Marks, and Collateral are licensed, not sold, to Customer.

3. **Delivery and Risk of Loss; Customer Obligations.** R-Zero will ship the Products to Customer's U.S. facilities (the "Shipping Address") or arrange for pickup of the Products by Customer or its designated carrier at R-Zero's or its designee's U.S. facilities (the "Pickup Address"). R-Zero fulfills its obligation to deliver the Products, risk of loss to the Products and title to the Hardware will pass to Customer, and delivery and acceptance of the Products will be deemed to have occurred on the earlier of: (i) the date R-Zero makes the Products available to Customer at the Shipping Address and (ii) the date Customer or its designated carrier takes possession of the Products at the Pickup Address (such date, the "Delivery Date"). Customer will comply with all laws, rules, regulations, and guidelines applicable to Customer's use of the Products.

4. **Prices and Payment Terms.**

4.1 **Price.** The subscription fees for the SaaS Services and/or applicable Support and Maintenance Services (collectively, the "Fees") are set forth on the attached Exhibit A. R-Zero may modify any applicable Fees at the conclusion of the Initial Term (as defined in Section 9.1) and each Renewal Term (as defined in Section 9.1), at its sole discretion, by providing Customer with no less than 45 days prior written notice, and pricing increases will take effect in the immediately-subsequent Renewal Term. The Fees do not include property, sales, use, excise, import, export, value added or similar taxes, government permit fees, license fees, or customs, duty, tariff and similar fees levied upon the provision of the Products provided under this Agreement (collectively, "Taxes"). Customer will be responsible for and will pay all Taxes, excluding only Taxes based solely on R-Zero's net income. In the event R-Zero is required to pay any Taxes (excluding Taxes based solely on R-Zero's net income), R-Zero may invoice Customer for such Taxes and any cost associated with the collecting or withholding thereof, including penalties and interest, and Customer will pay all invoiced amounts within 30 days of the date of such invoice.

4.2 **Payment Terms.** Beginning on the first day of the then-effective Renewal Term, R-Zero will invoice Company on an annual basis in advance for all Fees payable during such Renewal Term, and Customer will pay such invoiced Fees within 30 days of the date of each such invoice. Notwithstanding any terms to the contrary in this Agreement, except as expressly set forth in this Agreement, R-Zero will not be obligated to issue any refunds for Fees paid by Customer. All payments due under this Agreement will be made: (i) via the proposed payment method defined by R-Zero; and (ii) in U.S. Dollars. R-Zero may apply Fees or other amounts paid by Customer to R-Zero against Fees, amounts, or obligations otherwise due by Customer under this Agreement. Customer will timely pay all invoiced Fees and will not set-off, counterclaim or otherwise withhold any Fees or other amounts owed to R-Zero under this Agreement on account of any obligation owed or purportedly owed by R-Zero to Customer.

4.3 **Late Payment.** Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is finally paid in full. In addition, if Customer fails to make any payment on the due date in accordance with the terms of this Agreement, R-Zero may, without limiting its other rights or remedies in this Agreement and without liability to Customer, suspend and disable Customer's use of the Software and/or SaaS Services until Customer makes such payment. If Customer's failure to make payment persists for 30 days past the due date in accordance with the terms of this Agreement, R-Zero may, without any cure period, without limiting its other rights or remedies (including, without limitation, those in Section 9.2), and without liability to Customer, immediately terminate this Agreement due to Customer's breach on written notice to Customer.

5. **Confidentiality.** "Confidential Information" means all information disclosed (whether in oral, written or other tangible or intangible form) by one party (the "Disclosing Party") to the other party (the "Receiving Party") concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) that the Receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing Party. Confidential Information includes, but is not limited to, the components of the business plans, financial plans, know-how, customer information, strategies and other similar information. During the term of this Agreement and thereafter, the Receiving Party will maintain in confidence the Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will use the same degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement. In addition, the Receiving Party: (i) will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under this Agreement; and (ii) will only disclose Confidential Information disclosed by the Disclosing Party to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement and if such directors, officers, employees and/or contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section 5. Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by Customer to R-Zero with respect to the Products or R-Zero (collectively, "Feedback") will constitute Confidential Information of R-Zero. Further, R-Zero will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

## 6. **Product Warranty, Support, and Maintenance Services, and Remedies.**

6.1 **Software.** R-Zero warrants to Customer that the Software will conform, in all material respects, to the Software portion of the Documentation commencing upon the Delivery Date and continuing through the Initial Term and each Renewal Term. The foregoing warranty applies only to the original recipient of the Software and is void if a failure of the Software has resulted from any accident, abuse or misuse, or any unauthorized use or combination of the Software with any software, hardware or other item not approved in writing by R-Zero.

6.2 **Hardware.** R-Zero warrants to Customer that the Hardware provided to a Customer will conform, in all material respects, to the Hardware portion of the Documentation commencing upon the Delivery Date and continuing through the Initial Term and each Renewal Term. The foregoing warranty applies only to the original recipient of the Hardware and is void to the extent failure of the Hardware has resulted from any (i) alteration, repair, or reworking of the Product by any party other than R-Zero without R-Zero's written consent, (ii) Customer's improper storage, mishandling, abuse, or misuse of the Products after delivery, (iii) Customer's use of the Products in conjunction with defective equipment not supplied by R-Zero, (iv) damage by accident or by water, fire, explosion, power failure, or any act of nature not the fault of R-Zero after risk of loss has passed to Customer, or (v) other unauthorized use of the Products.

6.3 **Support and Maintenance Services.** R-Zero will use commercially reasonable efforts to provide the applicable Support and Maintenance Services beginning on the Delivery Date and continuing through the Initial Term and each Renewal Term.

6.4 **Warranty Remedies.** If the Software or Hardware does not meet the applicable warranty set within the applicable warranty period, then as R-Zero's sole obligation and Customer's sole remedy with respect to such failure, R-Zero will use commercially reasonable efforts to adjust, repair or replace the Software and/or Hardware. In the event that R-Zero cannot, using commercially reasonable efforts, adjust, repair or replace the Software or the Hardware (whichever is applicable), R-Zero will, upon Customer's return of the applicable Product(s) to R-Zero (at R-Zero's expense) issue a refund of the Fees paid by Customer to R-Zero, reduced pro rata by the days remaining during the then-applicable Renewal Term, as measured from the date R-Zero received Customer's warranty claim hereunder.

6.5 **Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTIONS 6.1 AND 6.2, R-ZERO DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS AGREEMENT, THE PRODUCTS, THE DOCUMENTATION, THE R-ZERO MARKS, THE COLLATERAL, AND THE SUPPORT AND MAINTENANCE SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH R-ZERO KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); OR (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, R-ZERO AND ITS SUPPLIERS PROVIDE THE SAAS SERVICES AND SUPPORT AND MAINTENANCE SERVICES ON

AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. R-ZERO AND ITS SUPPLIERS DO NOT WARRANT THAT ANY OF THE SAAS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

## 7. Indemnification Obligations.

7.1 R-Zero Indemnity. R-Zero, at its sole expense, will defend Customer from and against any and all third-party claims, suits, actions or proceedings (each a "Claim") and will indemnify Customer from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) ("Losses") that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by R-Zero resulting from any Products (solely in the form delivered to Customer) infringing any Intellectual Property Rights of any third party. In the event of a Claim pursuant to this Section 7.1, R-Zero may, at R-Zero's option and at R-Zero's expense: (i) obtain for Customer the right to continue to exercise the license granted to Customer under this Agreement; (ii) substitute the Product for an equivalent non-infringing product; (iii) modify the Product to make it non-infringing; or (iv) terminate this Agreement. Upon a termination of this Agreement pursuant to Section 7.1(iv), Customer must cease using the applicable Product. R-Zero's indemnification obligations hereunder do not extend to Claims arising from or relating to: (a) any negligence or willful misconduct of Customer or any third party; (b) any use of the Hardware, Software, and/or SaaS Services by Customer or any third party in combination with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination; (c) any modification to the Hardware, Software, and/or SaaS Services by Customer or any third party where the infringement would not have occurred but for such modification; (d) the use of the Hardware, Software, and/or SaaS Services by Customer or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or (e) the continued use of the Hardware, Software, and/or SaaS Services after R-Zero has provided substantially equivalent non-infringing product/software.

7.2 Customer Indemnity. Customer, at its sole expense, will defend R-Zero from and against any and all Claims and will indemnify R-Zero from any related Losses resulting from or arising in connection with: (i) Customer's or any third party's negligence or willful misconduct; (ii) Customer's breach of this Agreement; (iii) Customer's violation of applicable law; or (iv) Customer's failure to use the Hardware, Software, and/or SaaS Services in accordance with the Documentation or other specifications related thereto or any accident, misuse, or unauthorized use of the Hardware, Software, and/or SaaS Services.

7.3 Procedures. The indemnifying party's indemnification obligations under this Section 7 are conditioned upon the indemnified party (i) giving prompt written notice of the Claim to the indemnifying party once the indemnified party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying party will not alleviate an indemnifying party's obligations under this Section 7 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims), (ii) granting the indemnifying party the option to take sole control of the defense (including granting the indemnifying party the right to select and use counsel of its own choosing) and settlement of the Claim (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected

to require an affirmative obligation of the indemnified party), and (iii) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the Claim.

8. Limitation of Liability. IN NO EVENT WILL R-ZERO'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO R-ZERO DURING THE INITIAL TERM OR RENEWAL TERM WITHIN WHICH THE DAMAGES AROSE. IN NO EVENT WILL R-ZERO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF R-ZERO HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 9. Term, Termination and Effect of Termination.

9.1 Term and Termination. The term of this Agreement will commence on the date Customer executes this Agreement (the "Effective Date") and, unless earlier terminated as provided in this Agreement or otherwise agreed to in writing, continue for one (1) year from the Delivery Date (the "Initial Term"), and thereafter this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term"), unless and until a party provides the other party with written notice of its intent not to renew this Agreement no less than 30 days prior to the close of the Initial Term or then-current Renewal Term. Either party may terminate this Agreement for cause: (i) if the other party breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach (subject to Section 4.3); or (ii) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority. Further, if Customer uses the Products in any unauthorized manner, R-Zero may immediately terminate this Agreement without notice to Customer.

9.2 Effect of Termination. Upon any termination of this Agreement: (i) all rights and licenses granted to Customer under this Agreement will immediately terminate; (ii) Customer will immediately pay to R-Zero all amounts due and payable up to the effective date of termination of this Agreement (provided, that if this Agreement is terminated (a) by Customer before expiration of the Initial Term or Renewal Term for reasons other than R-Zero's breach pursuant to Section 9.1(i) or an insolvency-related event pursuant to Section 9.1(ii) or (b) by R-Zero due to Customer's breach as set forth in Section 9.1(i), Customer will immediately pay to R-Zero all amounts that may or would have been due and payable during the then-effective Initial Term or Renewal Term up to and after the effective date of termination of this Agreement); and (iii) Customer will promptly return to R-Zero all Confidential Information, Documentation, and Collateral then in its possession or destroy all copies of Confidential Information, Documentation, and Collateral, at R-Zero's sole discretion and direction. Customer will immediately confirm, in writing, that it has complied with Section 9.2(iii) at R-Zero's request. Notwithstanding any terms to the contrary in this Agreement, the following Sections will survive any expiration or termination of this Agreement: 1; 2.2; 2.3; 4; 5; 6.5; 7; 8; 9.2; and 10.

10. General Provisions.

10.1 Entire Agreement. This Agreement, including the attached Exhibit A, which is incorporated herein by reference, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. Without limiting the foregoing, R-Zero will not be bound by, and specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Customer or any party acting on behalf of Customer in any order, terms and conditions of purchase, receipt, acceptance, confirmation, correspondence, or otherwise, unless R-Zero specifically agrees to such provision in a written instrument signed by R-Zero.

10.2 Independent Contractors. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

10.3 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The state or federal court in Santa Clara County, California will be the jurisdiction in which any suits should be filed if they relate to this Agreement. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the parties must participate in good faith mediation in Santa Clara County, California. If a party initiates any proceeding regarding this Agreement, the prevailing party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of this Agreement.

10.4 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of R-Zero, and any attempted transfer, assignment or delegation without such consent will be void and without effect. R-Zero may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

10.5 Amendments and Waivers. No modification, addition, deletion, or waiver of any rights under this Agreement will be binding on a party unless made in a non-preprinted agreement clearly understood by the parties to be a modification or waiver and signed by a duly authorized representative of each party. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or affect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

10.6 Analytic Data. Customer acknowledges and agrees that R-Zero may monitor, collect, use, and store anonymous

and aggregate statistics regarding use of the SaaS Services and/or any individuals/entities that interact with the SaaS Services (collectively, "Analytic Data"). As between the parties, R-Zero owns all right, title, and interest in and to the Analytic Data, together with any and all Intellectual Property Rights embodied in or related to the foregoing.

10.7 Notices. Any notice or communication required or permitted to be given hereunder must be in writing, signed or authorized by the party giving notice and may be delivered by hand, deposited with an overnight courier, sent by confirmed email or confirmed facsimile, or mailed by registered or certified mail (return receipt requested, postage prepaid), in each case to the address of the receiving party as identified in this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered.

10.8 Publicity and Press Release. Customer consents to R-Zero's use of Customer's name and logo on the R-Zero website and publicly available printed materials, identifying Customer as a Customer of R-Zero and describing Customer's use of the R-Zero Product(s). Further, Customer agrees that R-Zero may issue a press release identifying Customer as a customer of R-Zero; *provided, however,* that the content of any press release identifying Customer will be subject to Customer's prior approval (which will not be unreasonably withheld).

10.9 Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers being used by R-Zero to link its servers to the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

**By signing below, Customer accepts the terms and conditions of this Agreement and the individual signing on behalf of Customer represents and warrants that it is authorized to bind Customer to this Agreement:**

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

Hardware, Software, SaaS Services, Support and Maintenance Services, and Fees

ORDER NUMBER: SO10029

Products	Fees
Hardware: UV-C Light device + 9 bulbs	Annual Fees (per unit): USD \$2,500.00 annually, no cost for Initial Term
Software: Software integrated in the device to run the cycles	
SaaS Services: Client dashboard that can be accessed to monitor the use of the device (e.g. when has it been used, for how long)	
<b>Support and Maintenance Services</b> Support and Maintenance Services: <ul style="list-style-type: none"><li>• <b>Software Upgrades:</b> Access to all commercially-available Software upgrades and updates during the Initial Term and each Renewal Term</li><li>• <b>Customer Support:</b> Access to customer support (standard business hours), excluding weekends and holidays, during the Initial Term and each Renewal Term</li><li>• <b>Replacement Bulbs:</b> One set of replacement bulbs annually during the Initial Term and each Renewal Term (additional replacement bulbs not covered by warranty will be provided at R-Zero's then-current pricing)</li><li>• <b>Maintenance:</b> Maintenance of the Products during the Initial Term and each Renewal Term, including support, repair, and troubleshooting</li></ul>	
Additional Information	
ADDITIONAL TERMS:	



## R-Zero Arc Specifications

Touchless Disinfection, Hospital-Grade Efficacy

Germicidal Light Engine	
UV Source	8 Proprietary High Output Lamps
Posterior Reflectors	8 Al w/ UVC reflective coating
Light Distribution	360°, floor to ceiling
Rated Lamp Life	16,000 hrs.
Wavelength	254nm
Room Size	Up to 3,500 ft <sup>2</sup>

Controls	
On Unit	Integrated OLED display
Remote Operation	Web interface
Cycle Times	5 - 60 min, 1 min resolution
Average Cycle Time	7 min
Connectivity	BLE, LTE-M, GPS

Electrical	
Input Voltage	120V AC
Current	12A
Total Power Consumption	1,440W
Power Connection	Standard 3 prong wall outlet

Physical	
Height	78"
Base	24" x 24"
Weight	75 lbs.
Handles	2 Ergonomic push/pull
Wheels	4 Large 3" locking casters

Safety	
Pre-Cycle Countdown	30 sec
Motion Sensors	4 Long range PIR sensors
Cycle Interruption	Auto-off, and auto cycle resume

