



2900 Reading Rd., Ste. 310

Cincinnati, Ohio 45206

Phone 866.736.7670

Services and Equipment Sale Agreement

This Services and Equipment Sale Agreement (this “Agreement”), dated as of _____, is entered into by and between Sensory Robotics, Inc., a Delaware corporation (“Sensory Robotics”), and [CUSTOMER NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] (“Customer,” and together with Sensory Robotics, the “Parties,” and each, a “Party”).

WHEREAS, Sensory Robotics is in the business of developing and providing the SR-1 safety system, industrial monitoring software, factory-automation systems, and related equipment, including computers with pre-installed software and safety sensors, and a variety of services, including workcell integration, installation, and support services, risk assessments and additional safety support services, SR-1 customization services, and related services to customers; and

WHEREAS, Customer desires to purchase from Sensory Robotics, and Sensory Robotics desires to sell to Customer, certain services and/or equipment, as specifically described in **Exhibit A** and **Exhibit B** of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Incorporation of Terms and Conditions.** Sensory Robotics’ Terms and Conditions attached hereto as **Appendix 1** (the “Terms and Conditions”) are hereby incorporated into and made a part of this Agreement. The Terms and Conditions form an integral part of this Agreement and govern Customer’s purchase and use of the Services and/or the Equipment (each as defined in **Section 2**). In the event of any conflict between this Agreement and the Terms and Conditions, the Terms and Conditions shall supersede and control unless this Agreement expressly states otherwise.

2. **Sale of Services and/or Equipment.** Subject to the terms of this Agreement and the Terms and Conditions, Sensory Robotics shall provide and sell to Customer: (i) the services set forth in **Exhibit A**, as may be amended from time to time with a written statement of work agreed to in writing by the Parties (collectively, the “Services”) for the Fees (as defined below); and/or (ii) the equipment (the “Equipment”) set forth in **Exhibit B** for the Prices (as defined below).

3. **Sensory Robotics’ Obligations.**

(a) Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

(i) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement; and

(ii) A number of employees or contractors that it deems sufficient to perform the Services.



4. Customer Obligations:

(a) Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “Customer Contract Manager”), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed;

(b) Require that the Customer Contract Manager respond promptly to any reasonable requests from Sensory Robotics for instructions, information, or approvals required by Sensory Robotics to provide the Services;

(c) Cooperate with Sensory Robotics in its performance of the Services and provide access to Customer’s premises, employees, contractors, and equipment as required to enable Sensory Robotics to provide the Services; and

(d) Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Sensory Robotics’ provision of the Services.

5. Fees, Prices, and Payments; Expense Reimbursements.

(a) Fees and Prices. Subject to the terms of this Agreement and the Terms and Conditions, Sensory Robotics shall provide and sell to Customer: (i) the Services for the fees or at the engineering hourly rates set forth in Exhibit A (the “Fees”); and/or (ii) the Equipment for the prices set forth in Exhibit B (the “Prices”) (collectively, the “Fees and Prices”). In consideration of the provision of Services and Equipment under this Agreement, Customer shall pay the Fees and Prices in accordance with the payment terms provided in the Terms and Conditions.

(b) Expense Reimbursements. Customer shall reimburse Sensory Robotics for travel, food, hotel, flights, and car rental expenses incurred by Sensory Robotics in providing the Services at the travel and per diem rates set forth in Exhibit A, which may be updated by Sensory Robotics from time to time in accordance with its standard expense rates, and additional reasonable, pre-approved out-of-pocket expenses incurred by Sensory Robotics in providing the Services.

6. Delivery. Sensory Robotics shall deliver the Equipment to Customer at the delivery location specified in Exhibit B (the “Delivery Point”) within a commercially reasonable time after Sensory Robotics’ receipt of the applicable payment, unless otherwise agreed in writing by the Parties. Sensory Robotics is not required to deliver the Equipment until it has received the applicable payment unless otherwise agreed to in writing by the Parties. The Terms and Conditions shall further govern delivery of the Equipment.

7. Sensory Robotics and Customer Representations and Warranties.

(a) Sensory Robotics represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has the power and authority to enter into this Agreement and to perform its obligations hereunder.



(b) Customer represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) Customer represents and warrants that its execution, delivery, and performance of this Agreement do not and will not violate any applicable law, its organizational documents, or any contract to which it is a party.

(d) Except as expressly set forth in the Terms and Conditions, Sensory Robotics makes no other representations or warranties of any kind, whether express or implied.

8. Compliance with Law. Customer is, and shall remain, in compliance with all applicable laws, regulations, and ordinances relating to its purchase, installation, use, operation, and maintenance of the Equipment and any Services. Customer has, and shall maintain in effect, all licenses, permits, approvals, and authorizations required to carry out its obligations under this Agreement and to use the Equipment and/or the Services in the manner intended. Sensory Robotics shall have no responsibility for Customer's compliance with any such laws or requirements.

9. Termination. Sensory Robotics may terminate this Agreement, in whole or in part, with immediate effect upon written notice to Customer if Customer (i) fails to pay any amount when due under this Agreement; (ii) fails to perform or comply with any of its obligations under this Agreement and does not cure such failure within five (5) days after receiving written notice of such failure; or (iii) becomes insolvent, is placed in receivership, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy or similar proceeding. Termination of this Agreement shall not affect Customer's obligation to pay all amounts due to Sensory Robotics or any other obligations that have accrued prior to termination, and Sensory Robotics shall not be liable to Customer for any damages of any kind arising from or relating to such termination.

10. Confidential Information. All non-public, confidential, or proprietary information of Sensory Robotics, including the terms of this Agreement and all documents, data, business information, and other materials disclosed or made available to Customer in connection with this Agreement, whether disclosed orally or in written, electronic, or other form and whether or not marked as confidential (collectively, "Confidential Information"), shall be kept confidential by Customer and used solely for purposes of this Agreement. Customer shall not disclose, copy, or permit access to any Confidential Information without Sensory Robotics' prior written consent. Upon Sensory Robotics' request, Customer shall promptly return or destroy all Confidential Information in its possession. Sensory Robotics is entitled to injunctive relief for any actual or threatened violation of this Section. This Section does not apply to information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was lawfully known to Customer before disclosure by Sensory Robotics; or (iii) is rightfully obtained by Customer from a third party without breach of any confidentiality obligation.

11. Insurance. During the term of this Agreement and for one (year) following the termination or expiration of this Agreement, Customer shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1 million dollars with financially sound and reputable insurers. Upon Sensory Robotics' request, Customer shall provide Sensory Robotics with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The



certificate of insurance shall name Sensory Robotics as an additional insured. Customer shall provide Sensory Robotics with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Sensory Robotics' insurers and Sensory Robotics.

12. Entire Agreement. This Agreement, together with the Terms and Conditions and all related exhibits, schedules, attachments, appendices, and statements of work, constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to such subject matter.

13. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the Parties at the addresses (including email addresses) set forth below (or to such other address as a Party may designate in writing in accordance with this Section 13). Notices must be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (return receipt requested, postage prepaid), or by email (with confirmation of transmission). Except as otherwise provided in this Agreement, a notice is effective only upon receipt by the receiving Party and only if the Party giving the notice has complied with the requirements of this Section 13.

Notice to Sensory Robotics:

Sensory Robotics, Inc.
2900 Reading Rd. Ste. 310
Cincinnati, OH 45206
Attn: Mark Gagas, COO
Email: mark@sensoryrobotics.com

Notice to Customer:

[CUSTOMER]

Attn: _____

Email: _____

14. Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such invalid, illegal, or unenforceable term or provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

15. Amendments. No amendment or modification of this Agreement is effective unless it is in writing and signed by each Party.

16. Waiver. No waiver of any term of this Agreement is effective unless set forth in a writing signed by the Party granting the waiver. No failure or delay by either Party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial



exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise of any right or remedy by either Party shall not preclude the exercise of any other rights or remedies that may now or later be available at law, in equity, by statute, under the Terms and Conditions, or otherwise.

18. Assignment. Customer may not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without Sensory Robotics' prior written consent, and any attempted assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No permitted assignment or delegation by Customer shall relieve Customer of any of its obligations hereunder. Sensory Robotics may assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement at any time without Customer's consent.

19. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any kind under or by reason of this Agreement.

21. Governing Law; Forum Selection. This Agreement and all related documents including all exhibits and appendices attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Ohio sitting in Hamilton County, Ohio, or, if such courts do not have subject matter jurisdiction, the US District Court for the Southern District of Ohio, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Ohio sitting in Hamilton County, Ohio, or, if such courts do not have subject matter jurisdiction, the US District Court for the Southern District of Ohio, and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Waiver of Jury Trial. **EACH PARTY ACKNOWLEDGES THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS OR SCHEDULES, MAY INVOLVE COMPLEX AND TECHNICAL ISSUES. ACCORDINGLY, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM**



ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing any obligation under this Agreement (other than Customer's obligation to make payments when due) to the extent such failure or delay is caused by circumstances beyond the reasonable control of the impacted Party (the "Impacted Party"), including without limitation acts of God; flood, fire, earthquake, epidemic or pandemic; explosion; war, invasion, hostilities (whether or not war is declared), terrorist acts, riots, or other civil unrest; government orders, laws, or actions; embargoes or blockades; national or regional emergencies; strikes, labor stoppages, or other industrial disturbances; or failures of power, telecommunications, transportation, or supply chains (each, a "Force Majeure Event"). The Impacted Party shall promptly notify the other Party of the Force Majeure Event and its anticipated duration and shall use commercially reasonable efforts to resume performance as soon as practicable. If the Impacted Party's failure or delay continues for more than thirty (30) days, Sensory Robotics may terminate this Agreement upon written notice to Customer.

24. Relationship of the Parties. Nothing in this Agreement shall be construed to create any agency, partnership, joint venture, franchise, employment, fiduciary, or other relationship between the Parties. Each Party is acting solely in its own capacity, and neither Party has any authority to bind or obligate the other Party in any manner.

25. Survival. The following provisions of this Agreement shall survive the expiration or termination of this Agreement: Sections 5 (Fees, Prices, and Payments; Expense Reimbursements), 8 (Compliance with Law), 10 (Confidential Information), 12 (Entire Agreement), 13 (Notices), 17 (Cumulative Remedies), 18 (Assignment), 19 (Successors and Assigns), 20 (No Third-Party Beneficiaries), 21 (Governing Law; Forum Selection), and 22 (Waiver of Jury Trial), as well as any other provision that, by its nature, is intended to survive such expiration or termination. All other provisions shall terminate upon expiration or termination of this Agreement.

26. Headings; Interpretation. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine, and plural. The recitals set forth on page one of this Agreement and any exhibits, appendices, statements of work, and schedules to this Agreement are hereby incorporated into and made an integral part of this Agreement as if fully set forth herein. Except as provided for herein, the singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Any reference in this Agreement to Dollars or \$ shall mean U.S. dollars. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. Capitalized terms used but not defined in this Agreement shall have the meaning given to them in the Terms and Conditions.

27. Further Assurances. At Sensory Robotics' request and at Customer's sole expense, Customer shall furnish Sensory Robotics with any additional information, execute and deliver any additional documents or instruments, and take any other actions that Sensory Robotics reasonably deems



necessary or desirable to carry out the purposes of this Agreement and give effect to the transactions contemplated herein.

28. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by email or other electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SENSORY ROBOTICS:

Sensory Robotics, Inc.

By: _____

Name: Mark Gagas

Title: Chief Operating Officer

CUSTOMER:

By: _____

Name: _____

Title: _____