



E-Series Robot Service Agreement

Effective Date: _____

Client Information

Business Name / Location	
Service Address	
City, State, Zip	
Location Contact Name and Phone	
Location Contact Email	
Billing Entity	
City, State, Zip	
Billing Contact Name and Phone	
Billing Contact Email	
Authorized Person Name	
Authorized Person Title	
Authorized Person Email	
Authorized Person Phone	

Financial Agreement Terms

Agreement Term Length	36 Months All Fees are rated on a monthly cost unless otherwise stated
Term Start Date	
Implementation Cost	
Shipping Fee	
Robot Quantity, Model and Monthly Cost per Item	Qty ____: TIM-E Bot (\$3,000 each) Qty ____: TIM-E Charger (included with Bot) Qty ____: Base - Metal (\$15 per base) Qty ____: Insulated Food Transport (\$47.00 Non-powered) Qty ____: Wheeled Bin (\$35 per bin) Qty ____: Universal Platform (\$35 per platform) Qty ____: Door Openers (\$30 per door) Qty ____: NeuralTech Brain (\$25 per unit) Qty ____: Elevator Hardware + Software (\$45 per elevator)* Qty ____: Luggage Cart (\$35 per cart)

	Qty ____: Concession Bin - Tall (\$45 per bin) Qty ____: Stacking Chair Cart (\$15 per cart) Qty ____: Cargo Cart (\$35 per cart) Qty ____: Housekeeping Cart (\$40 per cart) Qty ____: BIM-E (\$2,000.00 Per Month two or more reduces cost to \$1,500.00 a month. Qty ____: Mobile BIM-E (1,200.00 Per month)
Monthly Robotic Service Cost	\$
Additional Accessories For Sale	Qty ____: Base - Metal (\$400 each) Qty ____: Insulated Food Transport (\$450 each) Qty ____: Wheeled Bin (\$475 each) Qty ____: Universal Platform (\$285) Qty ____: Plastic Bags (\$100 per 1,000 bags) Qty ____: Door Opener Hardware (\$650 each) Qty ____: Handheld Tablet w/ App (\$350 each) Qty ____: _____
Additional Accessories Cost	\$
Implementation Cost	\$ (50% due now / balance due prior to Start Date)
Total Monthly Cost	\$
	\$

Implementation Costs

Implementation Cost Due:	\$ 50% prior to start of mapping & installation process.
Meeting to walk and map designated pick-up and drop-off areas agreed to for the robot (s) 's functionality. This is to facilitate the agreed drop-off and pickup points.	
The cost of the Contracted Elevator Technician for all necessary upgrades to the elevator system (s) is based on each location and its existing equipment. All third-party costs to be paid by Client to their vendor. *All 3rd party elevator expense is paid directly from Client to elevator company, budget \$4,000-\$15,000. This expense can be added into your monthly service payment. TechForce to manage and coordinate with third-party vendor at no cost to Client. Annual increases shall be 2% - 5% per year on anniversary date.	
Third-party electrician will alter all necessary access doors and any power requirements to power the robot(s). This will include a minimum automatic door opener for the robot (s) 's operation. All third-party costs to be paid by Client to their vendor. Check initial to acknowledge _____. Cost may vary based upon needs. TechForce to manage and coordinate with third-party vendor at no cost to Client.	
Two initial training sessions will be held for Client designated team. Two additional "refresher" limited reinforcement training sessions will be held for Client team. <i>Additional team or individual training can be purchased at a cost of 150.00 per session.</i>	

Robot software will be installed on Client provided Android phone/tablet or Window computer.
Additional handheld devices can be purchased at an additional cost.

During Service Agreement Term, Client may elect to add or remove quantity of hardware and service coverage provided. Both Parties agree to provide all adjustments in writing and provide reasonable time for TechForce to accommodate the changes.

During the implementation period, the Location will provide TechForce and its vendors with reasonable access to the areas required for the robot (s) implementation. The robot (s) will also need permanent space for the proper function, use, travel and storage.

Misc:

TechForce Automated Solutions Inc. Service Provisions

TechForce Robotics Inc., a Delaware corporation including it's software, hardware and proprietary information (collectively referred to as "TechForce") will provide you the Company, Person and Representative of the aforementioned Company or Location (collectively referred to as "Client") with the following leased services (hereinafter "Service").

1) Services

Specifically, "Service" shall mean:

1.1 Equipment Provided

TechForce will deliver and make available to the Client the use of the specified Robot Quantity and Model(s) and Additional Accessories (hereinafter "Equipment") for the duration of the contract.

1.2 Setup and Installation Services

TechForce will ship, setup and install the Robot Service Units at the Client's location specified above. The Client is required to provide all necessary access and information to TechForce and its agents to carry out these services.

1.3 Maintenance Services

TechForce will perform pre-scheduled semi-annual (every 6th month) on-site preventative maintenance visits to provide up to 2-hours of employee training and warranty repairs, as well as site modifications and other tasks as needed to ensure the equipment is in good working order. The Client can request additional non-warranty repair-related on-site visits at \$175/hour, plus travel expenses. The first quarterly visit will be scheduled for 30 days after the initial installation date. Remote technical assistance is available by email and phone daily between 9:00 am-5:00 pm PST.

2) Payment Information

Monthly payments will be made via ACH Directly to our Banking Partner, US Bank, according to the terms of the Rental Agreement incorporated in this Agreement. Payment is due by the 1st day of each month, which will be applied in advance to the upcoming Monthly Fee. Late payments will result in a late payment charge of 1.5% per month (18% per year), which will be due immediately. Failure to make payments on time will result in deactivation of Robot, and will result in all collection efforts as allowed by local laws.

3) Your Obligations

During the term length of this lease contract, you will, at your own expense, (a) keep the Equipment safe and free of all claims, liens and encumbrances of any kind or nature, (b) not move the Equipment from the Service location, (c) use the Equipment solely for commercial purposes in the manner for which it is intended and in compliance with all applicable laws and our requirements or recommendations, (d) perform all routine service and maintenance requirements described in the operator's and instrument manuals provided by us, and (e) give TechForce and its vendors reasonable access to inspect and maintain the Equipment and its records.

4) Terms and Conditions

This agreement is subject to the following terms and conditions:

4.1 Ownership of Intellectual Property Rights

You acknowledge and agree that subject to the license grants contained in this contract, TechForce, or its licensors, retain all rights, title, and interest, including all related intellectual property rights, in and to the TechForce technology the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations

(collectively, "Feedback") or other information provided by you or any other party relating to the Service. You retain no rights, title, or interest to any and all Client data captured by the TechForce system ("Client Data") or provided to TechForce, subject to TechForce's right to use such Client Data to provide the Service to you. This contract is not a sale and does not convey to you any rights of ownership in or related to the TechForce, TechForce technology, the Service, or TechForce intellectual property except for the limited licenses granted under this contract. Any and all software, algorithms, applications, source codes, structures, sequences, routines, subroutines and related programming, engineering or technological matter developed or created by TechForce or its licensors (and all copyrights, patents, trademarks, and other proprietary rights related thereto) shall remain the sole, exclusive and perpetual property of TechForce or its licensors.

4.2 Warranty and Disclaimer

TechForce warrants that the Service will be free from manufacturing defects in material and workmanship (including any software) under normal use for the Term Length of this Agreement. TechForce will, free of charge and as determined by TechForce, either repair or replace the defective Service with a compatible product.

This warranty does not apply to the following:

- a) Theft, loss, neglect, or vandalism;
- b) Abuse, misuse, improper installation and modification, alterations, abnormal use, or accidents not resulting from a defect in material and workmanship under normal use of the product;
- c) Cosmetic damage that does not affect the product's use, operation or performance;
- d) Any defect or damage caused by repairs or services not performed by TechForce;
- e) All products must be fully insured and have the correct postage; TechForce will not be responsible for improper postage or missing/damaged merchandise during shipment, international repairs may include additional shipping and handling charges.

THE WARRANTY PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY. THERE SHALL BE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER OBLIGATION ON THE PART OF TECHFORCE CONCERNING THE SERVICE PROVIDED UNDER THIS WARRANTY.

4.3 Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TECHFORCE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, INCLUDING WARRANTY OBLIGATIONS, EXCEED FIVE THOUSAND (\$5,000) PER ROBOT SERVICE UNIT.

4.4 Indemnity

You agree to indemnify and hold TechForce (including its parent, subsidiaries, affiliates, officers, directors, agents, employees, contractors, sub-contractors, licensors, and partners) harmless from any claim, demand, judgment, liability, damage, cost, and expense, including reasonable attorneys' fees, made by any third party due to or arising out of your breach or alleged breach of this contract, or your violation of any applicable law, rule or regulation or the rights of a third party (including without limitation any negligent, willful, tortious or illegal conduct by you affecting a third party).

4.5 Force Majeure

TechForce shall not be liable to Client for any delays or other non-performance resulting from circumstances or causes beyond TechForce reasonable control, including, without limitation, acts or omissions of Client or third parties, acts of God, epidemics, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

4.6 Termination

Any breach of your payment obligations or unauthorized use of TechForce Technology or Service will be deemed a material breach of this contract. TechForce reserves the right to suspend or terminate this contract and the Services if your account becomes delinquent, violates the TechForce contract, or otherwise engages in fraudulent or unlawful activities. Failure to pay Service fees will result in immediate deactivation, including up to termination of Robot Services deemed appropriate by TechForce. In the event you wish to terminate this contract before the expiration of the contract's "Term Length" specified above, the Total Contract Amount will immediately become due and payable within 15 calendar days ("Early Termination Fee").

Either Party may cancel this Agreement in its entirety as follows:

- 1) With 30-days written notice,
- 2) And with payment in full for all outstanding balance to TechForce through the end of the cancellation period.

4.7 Taxes

Unless otherwise stated, the TechForce fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes assessable by any local, state, provincial, federal or foreign jurisdiction, plus interest, penalty and additions thereon (collectively, "Taxes"). You are responsible for paying all Taxes applicable to your lease, purchase or use of TechForce products or services. If TechForce has the legal obligation to pay or collect taxes (or an amount with respect to taxes) for which you are responsible under this paragraph, In that case, the appropriate amount shall be invoiced to and paid by you unless you provide TechForce with a valid tax exemption certificate authorized by the applicable taxing authority.

4.8 Insurance

Except for our warranty obligations, you are responsible for loss and damage to the Equipment from any cause before and after delivery. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical loss or damage for its total replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we require, naming us as additional insured. TechForce Automated Solutions may at any time request that you provide evidence of an occurrence type insurance policy covering such risks and liabilities issued by an insurance carrier that is acceptable to us.

4.9 Non-Disparagement

Neither party shall, at any time during the term of this contract and for all time thereafter, make any statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the name of the other party.

4.10 Assignment

CLIENT WILL NOT SELL, ASSIGN OR SUB-LEASE THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE TECHFORCE EQUIPMENT.

4.11 Dispute Resolution

This contract will be governed by the laws of the State of Delaware, without regard for its conflicts of laws principles. Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The proceedings will be conducted in Los Angeles California. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

4.12 Entire Agreement

This is the entire agreement and understanding between Client and TechForce relating to the topics discussed here and supersedes any prior discussions and agreements, whether oral or written. Any modifications must be given and accepted in writing.

Authorization

IN WITNESS WHEREOF, Client and TechForce have caused this contract to be executed as of the Effective Date.

"TechForce"	Business Name "Client"
TECHFORCE ROBOTICS INC	
Signature :	Signature :
Name: Philip D Garcia	Name:
Position: CEO	Position:
Date:	Date: