



E-Series Robot TRIAL Agreement

Effective Date: ____ / ____ / ____

Client Information

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

Agreement

TechForce Robotics Inc ("TechForce") will install ____ (____) robot plus ____ (____) bins and ____ (____) bases (collectively referred to as "Equipment") at TechForce's sole costs for a term of thirty (30) days ("Trial Period"), beginning the date when the robot becomes operational.

During this Trial Period, TechForce and Client understand and agree that the robot will be learning on the job, and the Client will need to further communicate modifications and needs based on the robot performance and capabilities. TechForce will be making robot performance adjustments during the Trial Period to do its best-efforts to meet the Clients robot goals.

During the Trial Period the robot will not be programmed to utilize the elevator or to expand its original agreed to scope of service locations and areas.

The goal of this Trial Period is for the Client and its staff to experience the benefits of utilizing the robot.

At the end of the Trial Period, the Client will have the option to execute a Lease Agreement, which is provided along with this Trail Agreement, or to simply notify in writing that the Client does not wish to proceed into a Lease Agreement, in which TechForce will remove the robot.

TechForce Automated Solutions Inc. Service Provisions

1) Your Obligations

During the term length of this Agreement, 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 and (d) 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 Trial Period 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

This Agreement will automatically terminate after 30-days after the start of Trial Period, either Party may cancel this Agreement in its entirety with written notice. This Agreement can be extended in certain circumstances by request of either Client or TechForce, however any extension must be agreed to by both Client and TechForce in writing. TechForce reserves complete rights to not extend the Agreement.

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 trial, 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 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.

SIGNATURES ON NEXT PAGE

Authorization

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

“TechForce” <u>TECHFORCE ROBOTICS INC</u>	Business Name “Client”
Signature : _____ Name: Philip D Garcia Position: CEO Date:	Signature : _____ Name: Position: Date: