

## EQUIPMENT SALE AND PURCHASE AGREEMENT

THIS EQUIPMENT SALE AND PURCHASE AGREEMENT (this “Agreement”) is made by and between Reflexion Interactive Technologies, Inc., a Delaware Corporation (“Seller”), and the purchaser identified in the Quote (“Purchaser”) on the date of acceptance of this Agreement by the Purchaser.

### WITNESSETH:

WHEREAS, Seller has developed and acquired specialized, novel and unique techniques, inventions, practices, knowledge, know-how, skill, experience and other proprietary information, which is described in further detail in the Quote (the “Software”);

WHEREAS, Purchaser desires to license from Seller the right to use for its own benefit the Software, and Seller desires to grant Purchaser such rights, in accordance with and subject to the terms and conditions of that certain Software End User License Agreement entered into by the parties as of the date hereof (the “EULA”);

WHEREAS, the use of the Software requires that Purchaser purchase certain Equipment (as defined below) from the Seller; and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Equipment, which will be used by Purchaser for the sole purpose of utilizing the Software on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **SALE AND PURCHASE.** Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, all of Seller’s right, title and interest in and to the equipment identified in the Quote (collectively referred to as, the “Equipment”).

2. **PURCHASE PRICE; DELIVERY.**

(a) The purchase price for the Equipment shall be the purchase price identified in the Quote (the “Purchase Price”), which shall be paid by Purchaser to Seller on the date hereof by wire transfer of immediately available funds to an account designated by Seller in writing.

(b) Seller shall deliver the Equipment to Purchaser at the address identified in the Quote. The delivery will be F.O.B. Seller or Seller’s manufacturer.

3. **USE.**

(a) Purchaser agrees that the Equipment will be used solely for the purpose of utilizing the Software and with due care to prevent injury to any person or property, and in conformity with all applicable laws, ordinances, rules, regulations, and other requirements of any insurer or governmental body.

(b) Purchaser shall not directly or indirectly:

(i) provide any other person, including any subcontractor, independent contractor, affiliate, or service provider of Purchaser, with access to or use of the Equipment;

(ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any features or functionality of the Equipment, to any third party for any reason except for use by end users and patients in the ordinary course of business;

(iii) use the Equipment in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including, (1) power generation systems, (2) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems, or (3) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems;

(iv) use the Equipment in violation of any law, regulation, or rule; or

(v) use, decompile or reverse engineer the Equipment to develop competing equipment, or otherwise in any manner not set forth in this Agreement or the EULA.

(c) Purchaser understands that Seller is not a healthcare professional and does not provide medical, health or other professional services, treatment, diagnosis, consultation, information or advice. Seller's Equipment and Software have not been licensed, approved, endorsed or reviewed or reviewed by any government agency or licensing body and are not replacements for proper medical care, and are not intended to be medical devices, and Purchaser agrees that Purchaser and the users of the Equipment are and patients are each solely responsible for obtaining proper treatment for Purchaser's and the ultimate user of the Equipment and patient's health conditions. Purchaser may provide the information and reports received from the Equipment and Software to Purchaser's healthcare providers at Purchaser's own responsibility, understanding that the Equipment and Software are provided without warranty except as required by law or as otherwise expressly set forth in this Agreement. For the avoidance of doubt, no warranty or guarantee is made that any Equipment or Software will successfully diagnose or prevent any injury or condition of any person and Purchaser shall not make any representation to any user or patient of any such warranty or guarantee.

4. ALTERATIONS. Purchaser shall not make any alterations, additions or improvements to the Equipment, without the prior written approval of Seller. Any alterations, additions, improvements to, or derivative works from, the Equipment or the Software developed by Purchaser, in accordance herewith, shall be the sole and exclusive property of Seller.

5. REPAIRS. Purchaser, at its own cost and expense, shall be responsible for keeping the Equipment in its existing state of repair, condition and working order, and shall be responsible for any and all parts, mechanisms and devices reasonably required to keep the Equipment in its existing state of repair, condition and working order. All services, parts, mechanisms and devices required in connection with any such repairs or maintenance shall be provided, at Seller's option, either by (a) Seller at Seller's cost plus 10% and invoiced, or transmitted via an electronic payment portal or such other means as required by Seller, to Purchaser with payment required within 30 days of invoice or receipt of notification via an electronic payment portal or (b) a third party approved by Seller in advance.

6. PURCHASER'S WARRANTIES. Purchaser warrants to Seller: (a) if Purchaser is an entity, organization or similar non-natural person, Purchaser is duly organized, validly existing and in good standing under the laws of Purchaser's state of formation or organization, (b) the execution of this Agreement and the performance by Purchaser of its obligations hereunder have been duly

authorized, (c) this Agreement constitutes the legal, valid and binding obligation of Purchaser and is enforceable in accordance with its terms, and (d) the execution of this Agreement and performance by Purchaser hereunder will not violate any law or regulation binding upon Purchaser or conflict with or result in a breach or default under any contract, instrument or agreement binding upon Purchaser, its articles of incorporation or by-laws, as the case may be.

#### 7. SELLER'S LIMITED WARRANTIES; LIMITATION OF LIABILITY.

(a) Seller shall not be liable to Purchaser or any third party for any claim, loss, damage or expense, including any punitive, special, lost profits, lost revenues, exemplary, consequential or similar damages, of any kind or nature whatsoever, caused directly or indirectly by any failure, deficiency, defect or inadequacy of the Equipment or the use or maintenance of the Equipment, or the installation or delivery of the Equipment, or any repairs, servicing or adjustments to the Equipment, or any interruption, loss of service or use or any loss of business, or any damage whatsoever and howsoever caused. **SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER IN CONNECTION WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE EQUIPMENT IS BEING PURCHASED "AS IS" AND "WHERE IS" WITH ALL FAULTS, OTHER THAN WARRANTING THAT THE EQUIPMENT CONFORMS TO SPECIFICATIONS AND IS NEW AND FREE FROM ANY KNOWN DEFECTS.**

(b) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS REVENUE, AND ECONOMIC LOSS OR OTHER COMMERCIAL LOSS OF ANY KIND WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR BASED ON ANY OTHER LEGAL OR EQUITABLE THEORY. SELLER'S LIABILITY FOR ANY CLAIM BY PURCHASER ARISING UNDER THIS AGREEMENT FOR WHICH SELLER IS RESPONSIBLE SHALL NOT EXCEED TEN PERCENT (10%) OF THE PURCHASE PRICE.

8. INDEMNITY. Purchaser shall indemnify Seller (and Seller's affiliates and its and their respective members, directors, officers, employees and agents) (the "Seller Indemnitees") against, and hold Seller Indemnitees harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees arising out of, connected with, or resulting from the Equipment, including without limitation, possession, use or operation of the Equipment.

9. CONCURRENT REMEDIES. No right or remedy herein conferred upon or reserved to Seller is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

10. NON-WAIVER. No covenant or conditions of this Agreement can be waived except by the written consent of Seller. Forbearance or indulgence by Seller in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Purchaser to which the same may apply, and, until complete performance by Purchaser of said covenant or condition, Seller shall

be entitled to invoke any remedy available to Seller under this Agreement or by law or in equity despite said forbearance or indulgence.

11. FURTHER ASSURANCES. Purchaser agrees to execute such further documents, papers and agreements as may be requested by the Seller to effectuate the purpose of this Agreement.

12. SEVERABILITY. If any provision of this Agreement, or its application to any person or circumstance, shall be found invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected, and shall remain enforceable to the fullest extent permitted by law.

13. ENTIRE AGREEMENT. This Agreement and the EULA constitute the entire agreement between Seller and Purchaser with respect to the sale and purchase of the Equipment and license of the Software as described herein; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto. Should any of the provisions of this Agreement and the EULA conflict, the terms of this Agreement shall govern.

14. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when received, if personally delivered; (b) when transmitted, if transmitted by telecopy, electronic or digital transmission; (c) the business day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. In each case any such notice, request, demand or other communication shall be sent to:

If to Seller, to:

Reflexion Interactive Technologies, LLC  
355 East Liberty St.  
Ste. 300  
Lancaster PA, 17602  
Attention: Matt Campagna

If to Purchaser, to the purchaser, address, and attention identified in the Quote

or to such other place and with such other copies as either party may designate as to itself by written notice to the other parties.

15. GOVERNING LAW; SERVICE OF PROCESS. This Agreement shall be governed by and construed in accordance with the local laws of the State of Pennsylvania applicable to contracts made and to be performed entirely within such State. The Purchaser agrees that any legal action or proceeding with respect to his Agreement may be brought by either party in the exclusive jurisdiction of the federal or state courts located in Lancaster County, Pennsylvania as the Seller may elect and the Purchaser hereby irrevocably submits to each such exclusive jurisdiction and waives any objection it may now or in the future have thereto. Purchaser waives personal service of any and all process upon the Purchaser herein, and consents that all such service of process may (but in the event of a confession of judgment proceeding, need not) be made by certified or registered mail, return receipt requested, directed to the Purchaser at the address hereinabove stated and service so made shall be deemed to be completed three (3) days after the same shall have been posted as aforesaid. Purchaser agrees that this Agreement and the EULA are unique to Purchaser and that no class action or similar multi-purchaser proceeding is appropriate or may be commenced.

16. CONSTRUCTION. Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural; and whenever the word “lessor” is used herein, it shall include all assignees of Seller.

17. TITLES. The titles to the sections of this Agreement are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

18. TIME. Time is of the essence to this Agreement and each and all of its provisions.

19. THIRD PARTY BENEFICIARIES. This Agreement is intended for the benefit of the parties hereto and no other person has any rights hereunder.

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