

rzero



RFP Title: UV-C Disinfection Light Tower & Portable
UVC Air Devices

Response Prepared For: Stacy Coffey, Finance Director

Response Prepared By: R-Zero Systems, Inc.

Primary POC: James Rollins

Title: Account Executive

Email: james@rzerosystems.com

R-ZERO SPECIFIC RFP RESPONSE DETAILS

- Total prices represented on 'PRICING SCHEDULE OPTIONS'- page 6-7 are bundled offerings, all prices are contingent on the inclusion of 50 Arc Air-units, 12 Arc-units with hardware, set-up, and 1-5 years of maintenance & support.
- R-Zero direct is the sole source of the product. No resellers, partners, or distributors are authorized to deliver Arc UVC products to Garrard County Board of Education.
- R-Zero is providing this RFP response directly to Garrard County Board of Education, any quotes provided by another vendor on R-Zero specific products should be disregarded.

R-ZERO SPECIFIC RFP RESPONSE DETAILS

Thank you for providing the team here at R-Zero with the opportunity to present our solutions to Garrard County Board of Education. We are more than just a disinfection hardware company. Our team is dedicated to building long-term, strategic partnerships with our customers and are built from the ground up to deliver superior service, ensuring leveraging our solutions is a maintenance free proposition for you and your team.

Our company is well funded, and investment backed by the same funds and investors behind Space-X and Tesla. Our disruptive IoT connected devices are cutting edge, representing a price/performance level never before seen in the disinfection market. This is a testament not only to how much we've grown, but to the vision and the efficacy of our solutions. Hundreds of school districts depend on us daily to support their disinfection programs with well over 1,000 schools currently using our hospital grade UV-C solution.

As you may be aware, ultraviolet light in the C band, running at the 254-nanometer wavelength, is an unbeatable disinfectant with history and proven efficacy dating back to the late 1800s. A Nobel Prize for Medicine was awarded to Niels Ryberg Finsen in 1903 for his work in leveraging the germicidal properties of UVC against pathogens responsible for Lupus. It has been in use in hospitals since the 1940s and is counted on as the most effective disinfection technology for safely turning surgical suites and other critical healthcare spaces.

UV-C is delivered by the sun but filtered by our atmosphere. As such, viruses, bacteria, mold and fungi have not developed a defense against it and are destroyed as a result of exposure to UV-C light. The RNA and DNA of these live microorganisms is broken down and they are destroyed and rendered inert.. This includes of course, **COVID, but also** other common dangerous pathogens that may negatively impact your communities, like **MRSA, C. Diff., Ringworm, E. Coli, Influenza, Common Cold, Norovirus, and Staph**, among many others.

While UVC light is effective at eliminating 99.99% of all live microorganisms, that fact alone does not tell the whole story. The efficacy of UVC is a function of the intensity of light times the duration of exposure. This is where all other competitive vendors fall short of R-Zero - they simply do not output enough germicidal UVC to be effective at all, or in some cases, not enough to be operationally efficient, with disinfection cycle times well in excess of our devices. Our R-Zero Arc whole room UVC disinfection platform is different. It was built from the ground up to unequivocally output more germicidal UVC than anything else in the market. **The Arc system draws 1440 watts of power**, running on a standard 15A, 120V wall outlet. This is the maximum allowable wattage draw from a standard outlet meaning, we could not pack a single additional component into our system, and it is simply impossible to design and build a system that delivers more power and disinfection efficacy. In this form factor, **we deliver 432 watts of germicidal UVC. We are independently laboratory corroborated to deliver 250 millijoules per centimeter squared of germicidal UVC at 8 feet over 7 minutes.** This dose of germicidal UVC is **more than twice the dose of our closest competitors**, which means we can disinfect wholly and quickly, ensuring safe, useable **spaces turned and disinfected quickly** so that you can go about the business of safely serving your communities.

Continued...

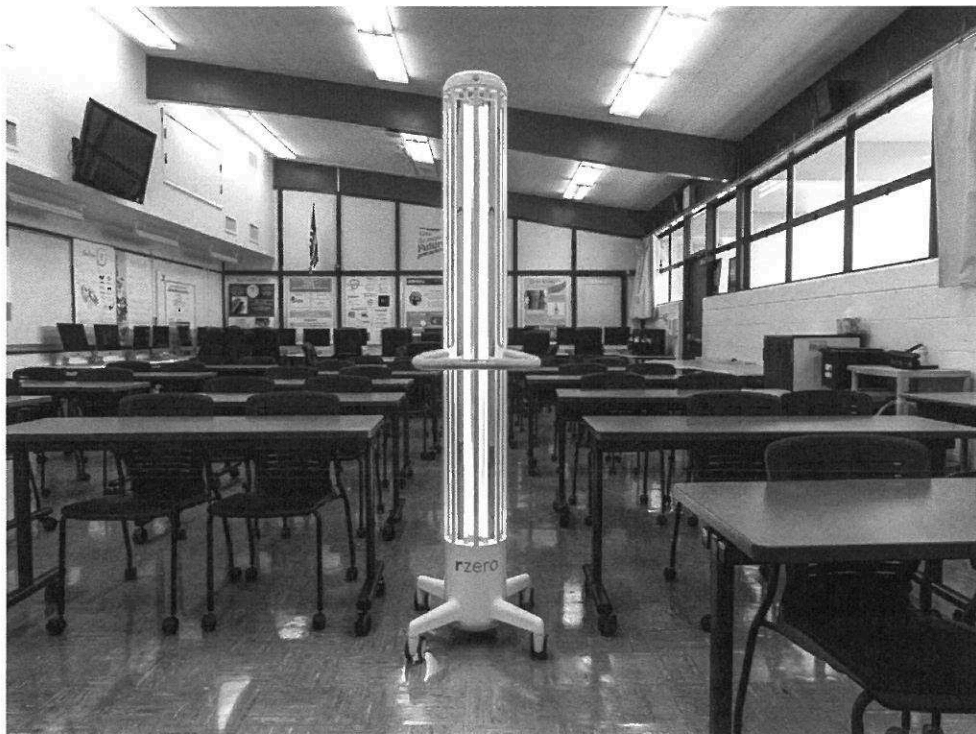
Further, our **biosafety platform** can help you quickly identify training and deployment inefficiencies accurately, as well as help you deliver usage statistics back to your communities and stakeholders. These measurements can easily help you understand the operational efficiency of our solutions while building trust through data sharing. Was a space disinfected? Simply review the R-Zero Biosafety Platform dashboard and **you can see where Arc devices are in use, for how long, and by whom**. Bringing **compliance and audit** to the disinfection market is one of the many examples of our forward-thinking solutions.

Lastly, our commitment to our customers as a long-term strategic partner is unmatched. **Maintenance and support** includes **yearly proactive bulb replacement, full warranty, a dedicated customer success team** ensuring optimized outcomes and protocols, **ongoing training, and software licensing**. In short, our system is a turnkey, fully supported platform that ensures you can get to work quickly, efficiently, and perform optimally against the pathogens in your environment, providing hospital grade disinfection to your community and limiting the impact of infectious disease on your students and staff.

We look forward to the possibility of having you join our network of safely disinfected facilities and satisfied customers. We are dedicated to Garrard County Schools success across our entire organization.

Thank you,

The R-Zero Team



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PRICING SCHEDULE OPTION 1

Charge	Total Units	Per-Unit Cost	Total Unit Cost
Arc Air Hardware	50	\$900	\$45,000
Arc Hardware	12	\$21,000	\$252,000
Support & Maintenance (Year 1)	Waived	Waived	Waived
TOTAL			\$297,000

*Additional Support & Maintenance Years = \$2,500 per unit

- Total price of \$297,000 is a bundled offering, all prices are contingent on Arc Air Hardware + Arc Hardware, Set-up, and 1- year of maintenance & support.
- Arc UV-C Disinfection Device Unit Price includes device, hardware, integrated software, lamps, 12-month support and maintenance, 12-month warranty, and FOB Destination prepaid, inside delivery.
- Arc Air purchases are inclusive of 1-year warranty and support.
- The One-Time Set-Up/ Assembly Price includes un-crating, removal of packaging, assembly and device training for MCPS personnel.
- The Annual Support and Maintenance Unit Price for Years 2-5, include 12-month warranty, one (1) complete set of replacement bulbs, software access, subscription and updates, web portal/ applications, customer support, maintenance support, diagnosis and repairs.
- Hardware Price and Setup Fees due N45 from the effective date of the agreement.

Program Descriptions:

- **Support & Maintenance:** Includes customer support, warranty, yearly replacement bulbs, and access to the software
- **One-Time Setup:** Includes un-crating & removal of packaging materials and device training for operators.
- **Training, Customer Success:** Dedicated team to train, support and ensure operator success.

PRICING SCHEDULE OPTION 2

Charge	Total Units	Per-Unit Cost	Total Unit Cost
Arc Air Hardware	50	\$900	\$45,000
Arc Hardware	12	\$19,900	\$238,800
Support & Maintenance (Year 1)	Waived	Waived	Waived
Support & Maintenance (Year 2)	12	\$1,250	\$15,000
Support & Maintenance (Year 3)	12	\$1,250	\$15,000
Support & Maintenance (Year 4)	12	\$1,250	\$15,000
Support & Maintenance (Year 5)	12	\$1,250	\$15,000
TOTAL			\$343,800

- Total price of \$343,800 is a bundled offering, all prices are contingent on Arc Air Hardware + Arc Hardware, Set-up, and 5- years of maintenance & support.
- Arc UV-C Disinfection Device Unit Price includes device, hardware, integrated software, lamps, 12-month support and maintenance, 12-month warranty, and FOB Destination prepaid, inside delivery.
- Arc Air purchases are inclusive of 1-year warranty and support.
- The One-Time Set-Up/ Assembly Price includes un-crating, removal of packaging, assembly and device training for MCPS personnel.
- The Annual Support and Maintenance Unit Price for Years 2-5, include 12-month warranty, one (1) complete set of replacement bulbs, software access, subscription and updates, web portal/ applications, customer support, maintenance support, diagnosis and repairs.
- Hardware Price and Setup Fees due N45 from the effective date of the agreement.
- Discounts: Additional 50% discount reflected in Year 2, 3, 4, and 5 for Support & Maintenance.

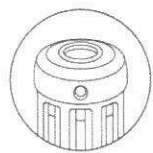
Program Descriptions:

- **Support & Maintenance:** Includes customer support, warranty, yearly replacement bulbs, and access to the software
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- **Training, Customer Success:** Dedicated team to train, support and ensure operator success.

Meet Arc

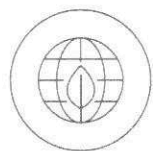
Hospital-Grade Surface and Air Disinfection with UV-C

The first germicidal UV system designed for dynamic environments, Arc destroys harmful pathogens—including human coronavirus, influenza, norovirus and E. coli—in less than 7 minutes.



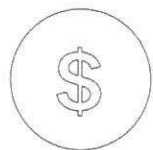
Highly Effective

Hospital-grade UV-C power, disinfects everything the light touches—floors, ceilings, walls, furniture, air...everything. Proven to destroy 99.99% of surface and airborne pathogens in a 1,000 ft.² room in just 7 minutes.



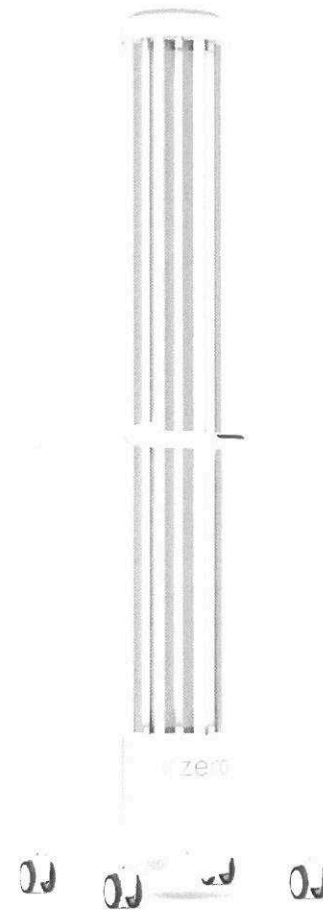
Safer Than Chemicals

Environmentally-friendly UV-C reduces chemical consumption and exposure, and is safe to use around food surfaces, electronics, furniture and more.

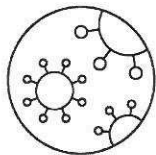


Cost Effective

UV-C disinfection eliminates the need for costly chemical refills, PPE, dedicated operators and other safety equipment. UV-C requires none of those and takes far less time.



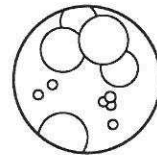
The science that makes everyday spaces safer



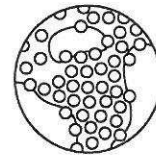
>99.99%
Human Coronavirus



99.99%
E-Coli



99.99%
MRSA



>99.99%
Feline Calicivirus



Arc Specs

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 ²

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

Electrical

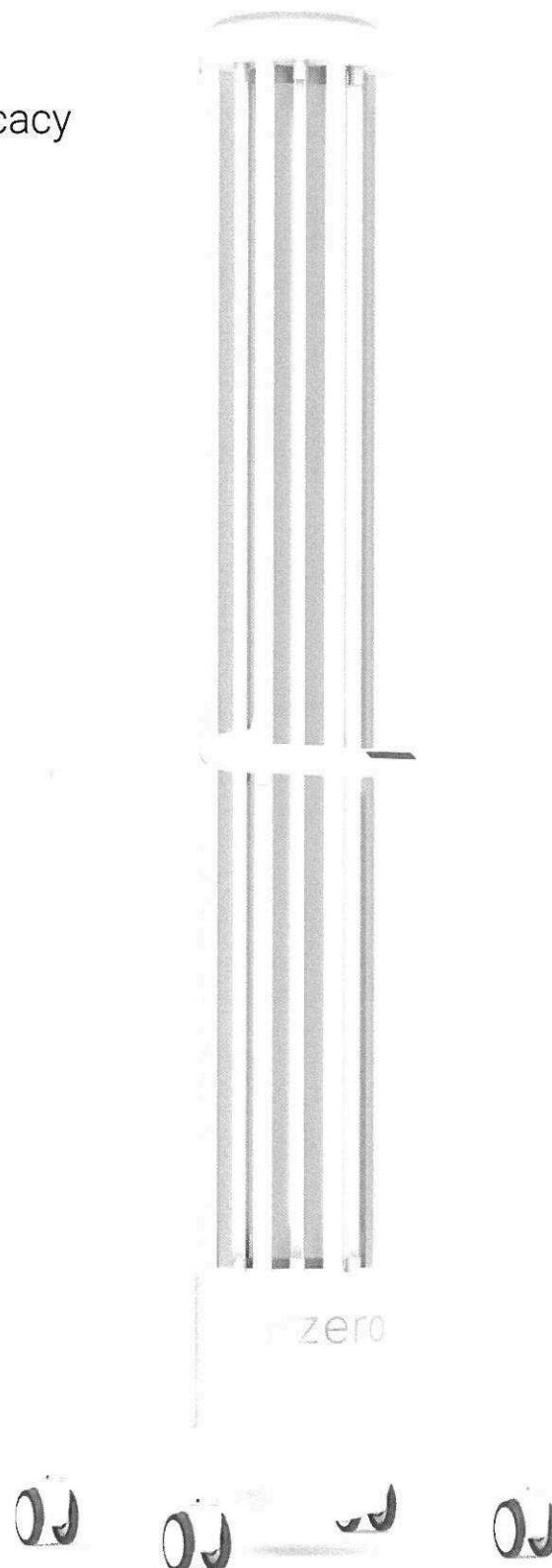
Input Voltage	120V AC
Current	12A
Total Power Consumption	1,440W
Germicidal UVC Output	432W
Power Connection	Standard 3 prong wall outlet

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

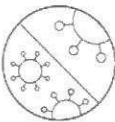


Meet Arc Air

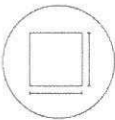
FDA Approved, Class II Medical Device



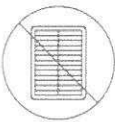
Hospital-grade air disinfection system for occupied (indoor) spaces



Destroys 99%+ of airborne viruses and bacteria



Ideal for rooms up to 500ft².



Filterless air disinfection:

- Air disinfection device that doesn't just filter the contaminants from the air, but destroys them.
- Alleviates the need to change contaminated filters.

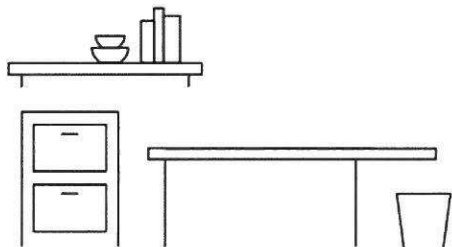


Doctor-designed airborne infection prevention for indoor spaces.

1

Arc

High-powered UV-C Disinfection Device
The Arc disinfects 99.99% of surfaces and air in an **unoccupied** room.

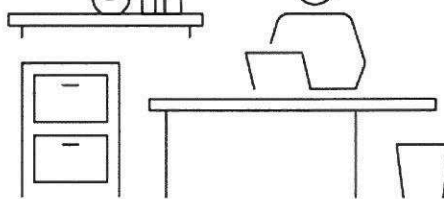


Part of R-Zero's (growing) holistic biosafety system for businesses

2

Arc Air

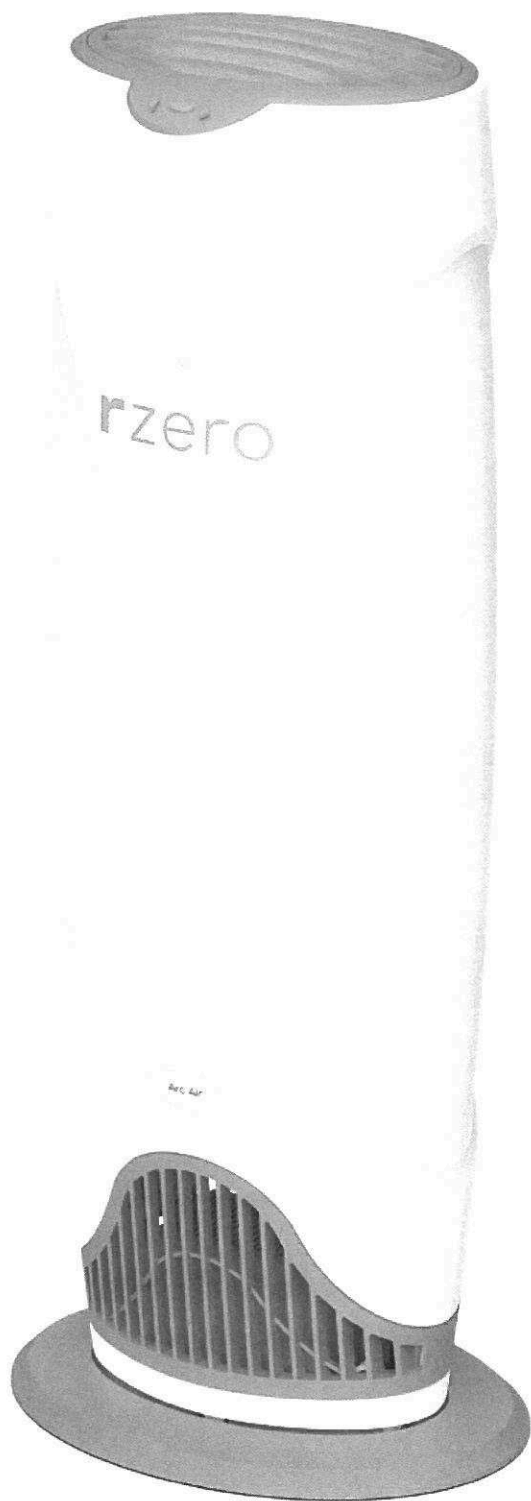
Continuous UV-C Air Disinfection
Protection from pathogens while spaces are **occupied**, in-between high-power disinfection cycles with Arc.



Uses the same proven, hospital-grade 254 nm UV-C disinfection technology as Arc



Arc Air Specs



Physical

Size	31.6" x 12.6" x 9.4"
Weight	14.64 lbs.
Electrical	120V 60 Hz. 1.6 Amps
Room Size	Up to 500ft ² <i>Inactivates up to 99% of airborne pathogens (viruses, bacteria, VOC's, odors).</i>

Lamps

Number of lamps	3
Rated life	8,800 hrs <i>(automatically shuts down when bulbs are depleted)</i>
Lamp Wattage	19W
Lamp Voltage	45 V
Lamp Current	425 mA
Output UVC watts	6.27 W
Wavelength	254 nm
UV output at 1 m	62μW/cm ²
Diameter	0.6"
Length	15.5"
Glass	Quartz, non-ozone

Fan

Fan	DC Brushless
Rated Voltage	48 VDC
Operating Voltage	30.0-55.2 VDC
Speed	4100±10% RPM
CFM	210 CFM
Noise	62.6 dB(A)
Operating Temp.	-20°C —70°C

STUDY REPORT

R-Zero Arc Performance Validated by
Independent Laboratory Testing

In September 2020, R-Zero engaged an independent clinical testing lab, to validate the efficacy of its flagship UV-C disinfection system, Arc, against human coronavirus, feline calicivirus (FCV), MRSA and E. coli carriers. R-Zero selected microorganisms endemic to the environments Arc will be used in, ensuring partners understand Arc's efficacy against the pathogens most important to them. The following represents the results of that testing.

Evaluation of Virucidal Efficacy of Three UV Devices Versus Two Viral Strains (Study ID Number: 2005308-404)

TESTING LABORATORY: Bioscience Laboratories, Inc is an EPA and FDA GLP-Compliant, ISO 17025 Accredited Testing Laboratory (American Association for Laboratory Accreditation, certificate number 3945.01). Tests were conducted at the Bioscience laboratory, 1755 South 19th Avenue, Bozeman, MT 59718.

TEST METHOD: Testing was designed to simulate the consumer use and was based upon the procedures outlined in the American Society of Test Materials (ASTM) test methods designated:

- **ASTM E1053-20**, *Standard Test Practice to Assess Virucidal Activity of Chemicals Intended for Disinfection of Inanimate, Nonporous Environmental Surface.*
- **ASTM E3135-18**, *Standard Practice for Determining Antimicrobial Efficacy of Ultraviolet Germicidal Irradiation Against Microorganisms on Carriers with Simulated Soil*

PRODUCT TESTED: R-Zero Arc

- (UV light device, 78 inches tall, with wheels, with four long-range sensors and eight maximum output bulbs)

STUDY COMPLETE: 9/20/2020

STUDY CONCLUSIONS:

Under the conditions of this evaluation, R-Zero Arc reduced the infectivity of *Human Coronavirus*, strain 229E (ATCC #VR-740) and *Feline Calicivirus*, strain F9 (FCV; ATCC #VR-782) by an average of 99.99% following a 7 minutes exposure at a distance of 8 feet.

Evaluation of Virucidal Efficacy of Three UV Devices Versus Two Viral Strains (Study ID Number: 2005308-404)					
Microorganism Species (ATCC #)	Distance (feet)	Exposure Time (minutes)	Log Reduction	Percent Reduction	Average Percent Reduction
<i>Human Coronavirus</i> , strain 229E (ATCC #VR-740)	8	7	≥ 3.833	≥99.99	≥99.99%
			≥ 3.833	≥99.99	
			≥ 3.833	≥99.99	
<i>Feline Calicivirus</i> , strain F9, EPA-approved surrogate for Human Norovirus (FCV; ATCC #VR-782)	8	7	4.917	>99.99	>99.99%
			4.833	>99.99	
			4.833	>99.99	

STUDY REPORT

R-Zero Arc Performance Validated by
Independent Laboratory Efficacy Testing

**Evaluation of Antibacterial Efficacy of Three UV Devices Versus Two Bacterial Strains
(Study ID Number: 2006455-204)**

TESTING LABORATORY: Bioscience Laboratories, Inc. is an EPA and FDA GLP-Compliant, ISO 17025 Accredited Testing Laboratory (American Association for Laboratory Accreditation, certificate number 3945.01). Tests were conducted at the Bioscience laboratory, 1755 South 19th Avenue, Bozeman, MT 59718.

- Tests were conducted at the Bioscience laboratory, 1755 South 19th SAvenue, Bozeman, MT 59718.

TEST METHOD: Testing was designed to simulate the consumer use and was based upon the procedures outlined in the American Society of Test Materials (ASTM) test methods designated:

- *ASTM E3135-18, Standard Practice for Determining Antimicrobial Efficacy of Ultraviolet Germicidal Irradiation Against Microorganisms on Carriers with Simulated Soil*

PRODUCT TESTED: R-Zero Arc

- (UV light device, 78 inches tall, with wheels, with four long-range sensors and eight maximum output bulbs)

STUDY COMPLETE: 11/12/2020

STUDY CONCLUSIONS:

Under the conditions of this evaluation, R-Zero Arc reduced the microbial populations of *Escherichia coli* (ATCC #25922) and *Staphylococcus aureus* MRSA (ATCC #33591) by an average of 99.99% following a 7 minutes exposure at a distance of 8 feet.

Evaluation of Antibacterial Efficacy of Three UV Devices Versus Two Bacterial Strains (Study ID Number: 2006455-204)					
Microorganism Species (ATCC #)	Distance (feet)	Time (minutes)	Mean CFU/Carrier (C) n=3	Percent Reduction	Average Percent Reduction
<i>Escherichia coli</i> (ATCC #25922)	8	7	1.95 x 10 ⁶	99.99	99.99%
			1.95 x 10 ⁶	99.99	
			1.95 x 10 ⁶	99.99	
<i>Staphylococcus aureus</i> MRSA (ATCC #33591)	8	7	2.03 x 10 ⁶	99.99	99.99%
			2.03 x 10 ⁶	99.99	
			1.64 x 10 ⁷	99.99	

WARRANTY, SUPPORT AND MAINTENANCE

Product Warranty, Support, and Maintenance Services, and Remedies.

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.
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.
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.
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 actual price paid by Customer for such applicable Hardware less depreciation based on a straight line three years depreciation of the actual price paid by Customer as measured from the date of return.

Customer References

***Out of respect for our customers during this busy time of year, please coordinate with R-Zero in setting up reference calls**

<p>Client: <u>Trilogy Health Services</u></p> <p>Address: <u>303 North Hurstbourne Parkway, Suite 200</u> <u>Louisville, Ky 40222</u></p>	<p>Name: <u>Parker Lacy</u></p> <p>Title: <u>Vice President – Facilities Management</u></p> <p>Phone: <u>972-754-3515</u></p> <p>Email: <u>parker.lacy@trilogyhs.com</u></p>	<p>Customer Since: <u>3/19/2021</u></p> <p># of Arc Devices: <u>112</u></p>
<p>Client: <u>Hopkins County Public Schools</u></p> <p>Address: <u>320 South Seminary St</u> <u>Madisonville, Kentucky</u> <u>42431</u></p>	<p>Name: <u>Marty Cline Jr.</u></p> <p>Title: <u>Assistant Superintendent</u></p> <p>Phone: <u>646-876-9923</u></p> <p>Email: <u>marty.cline@hopkins.kyschools.us</u></p>	<p>Customer Since: <u>03/16/2021</u></p> <p># of Arc Devices: <u>15</u></p>
<p>Client: <u>Leroy CUSD</u></p> <p>Address: <u>107 W. Cherry St</u> <u>Le Roy, Illinois 61752</u></p>	<p>Name: <u>Gary Tipsord</u></p> <p>Title: <u>Superintendent</u></p> <p>Phone: <u>309-962-4211</u></p> <p>Email: <u>tipsordg@leroyk12.org</u></p>	<p>Customer Since: <u>8/11/2020</u></p> <p># of Arc Devices: <u>4</u></p>

Customer References Cont.

***Out of respect for our customers during this busy time of the school year, please coordinate with R-Zero in setting up reference calls**

<p>Client: <u>Clark County School District</u></p> <p>Address: <u>5100 W Sahara Ave</u> <u>Las Vegas, Nevada 89146</u> <u>United States</u></p>	<p>Name: <u>Jeff Wagner</u></p> <p>Title: <u>Chief Facilities Officer</u></p> <p>Phone: <u>702-521-0073</u></p> <p>Email: <u>wagneja@nv.ccsd.net</u></p>	<p>Customer Since: <u>8/18/2021</u></p> <p># of Arc Devices: <u>372</u></p>
<p>Client: <u>Ridley School District</u></p> <p>Address: <u>901 Morton Avenue</u> <u>Suite 100</u> <u>Folsom, PA 19033</u></p>	<p>Name: <u>Lee Ann Wentzel</u></p> <p>Title: <u>Superintendent</u></p> <p>Phone: <u>610-534-1900</u></p> <p>Email: <u>lwentzel@ridleysd.org</u></p>	<p>Customer Since: <u>11/25/2020</u></p> <p># of Arc Devices: <u>26</u></p>
<p>Client: <u>Salinas City Elementary School District</u></p> <p>Address: <u>840 S Main St</u> <u>Salinas, California 93901</u></p>	<p>Name: <u>Gio Padilla</u></p> <p>Title: <u>Assistant Superintendent</u></p> <p>Phone: <u>831-784-2288</u></p> <p>Email: <u>gio.padilla@salinascity.k12.ca.us</u></p>	<p>Customer Since: <u>8/11/2020</u></p> <p># of Arc Devices: <u>30</u></p>

Mandatory Response Questions

Responses to the following questions are mandatory. You may respond to the questions below (and attach any necessary additional pages) or as part of your proposal. If you choose to respond within your proposal, you must have a section of your proposal clearly identified as “Mandatory Responses to Questions” and questions must be numbered and retyped exactly as below.

Vendor’s Name: R-Zero Systems, Inc. Preparer’s Signature: _____

1. How many Kentucky school districts currently use the products you represent in your proposal?

Answer: 1 school district

2. List the names of the Kentucky school districts currently using the products you list in your proposal?

Answer: Hopkins County School District – 15 Arc units

3. List the list the cost per unit and the various price break points for each product.

Answer:

Arc MSRP: \$28,000 per unit

Option 1 Garrard Price: \$21,000 per unit (12 Arcs)

Option 2 Garrard Price: \$19,900 per unit (12 Arcs)

Arc Yearly Warranty: \$2,500

Option 2 Garrard Yearly Warranty Price: \$1,250

Arc Air MSRP: \$1,100

Garrard Price: \$900

4. Provide the timeframe for delivery of all products from the point of receiving the order.

Answer: 4 weeks from receipt of the Purchase Order

5. List all trainings to be provided and all platforms by which the training will be provided.

Answer: Garrard County Schools will be provided with a dedicated Customer Success Manager who is responsible for the on-going success of your team including but not limited to the following:

- Organize delivery - best days, times, locations, etc.
- Initial as well as on-going bi-lingual (if needed) Training of how to use Arc and Arc Air
- Strategize around placement suggestions
- Q & A session
- Dashboard set-up: *ensure Arc is reporting with latest firmware, add user(s), device(s), and locations, walk customers through it and show reporting capabilities and how to use it, monthly check up call as well as on-going training as needed.*
- Access to training videos

IMPORTANT – Garrard County Schools will have a single point of contact, backed by an entire team for coverage purposes.



COMMONWEALTH OF KENTUCKY
MICHAEL ADAMS, SECRETARY OF STATE

1166500.09 dwilliams
ADD
Michael G. Adams
Kentucky Secretary of State
Received and Filed:
8/31/2021 7:52 AM
Fee Receipt: \$90.00

Division of Business Filings
P.O. Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Certificate of Authority
(Foreign Business Entity)

FBE

Pursuant to the provisions of KRS 14A and KRS 271B, 273, 274, 275, 362 and 386 the undersigned hereby applies for authority to transact business in Kentucky on behalf of the entity named below and, for that purpose, submits the following statements:

- 1. The entity is a: profit corporation (KRS 271B) nonprofit corporation (KRS 273) professional service corporation (KRS 274)
- business trust (KRS 386) limited liability company (KRS 275) professional limited liability company (KRS 275)
- limited partnership (KRS 362) ltd cooperative assn. (KRS) statutory trust
- non-profit llc (KRS 275) cooperative assn. (KRS) unincorporated association

2. The name of the entity is R-Zero Systems, Inc.
(The name must be identical to the name on record with the Secretary of State.)

3. The name of the entity to be used in Kentucky is (if applicable): _____
(Only provide if "real name" is unavailable for use; otherwise, leave blank.)

4. The state or country under whose law the entity is organized is DE

5. The date of organization is 04/07/2020 and the period of duration is _____
(If left blank, duration is considered perpetual.)

6. The mailing address of the entity's principal office is
345 W Bearcat Dr, Suite 100 South Salt Lake UT 84115
Street Address City State Zip Code

7. The street address of the entity's registered office in Kentucky is
421 West Main Street Frankfort KY 40601
Street Address (No P.O. Box Numbers) City State Zip Code

and the name of the registered agent at that office is Corporation Service Company

8. The names and business addresses of the entity's representatives (secretary, officers and directors, managers, trustees or general partners):

Name	Street or P.O. Box	City	State	Zip Code
Grant Morgan	345 W Bearcat, Suite 100	South Salt Lake	UT	84115
Benjamin Boyer	345 W Bearcat, Suite 100	South Salt Lake	UT	84115
Ryan Woods	345 W Bearcat, Suite 100	South Salt Lake	UT	84115

9. If a professional service corporation, all the individual shareholders, not less than one half (1/2) of the directors, and all of the officers other than the secretary and treasurer are licensed in one or more states or territories of the United States or District of Columbia to render a professional service described in the statement of purposes of the corporation.

10. I certify that, as of the date of filing this application, the above-named entity validly exists under the laws of the jurisdiction of its formation.

11. If a limited partnership, it elects to be a limited liability limited partnership. Check the box if applicable:

12. If a limited liability company, check box if manager-managed:

13. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is _____

Please indicate the Kentucky county in which your business operates:

County: Fayette

To complete the following, please shade the box completely.

Please indicate the size of your business:

- Small (Fewer than 50 employees)
- Large (50 or more employees)

Please indicate whether any of the following make up more than fifty percent (50%) of your business ownership:

- Women-Owned
- Veteran Owned
- Minority Owned

Please indicate which of the following best describes your business:

- Agriculture
- Wholesale Trade
- Public Administration
- Other
- Mining
- Retail Trade
- Transportation, Communications, Electric, Gas, Sanitary Services
- Services
- Manufacturing
- Construction
- Finance, Insurance, Real Estate

Signature of Authorized Representative
Grant Morgan

Printed Name & Title
Grant Morgan, CEO

Date
8/27/2021

I, Corporation Service Company

consent to serve as the registered agent on behalf of the business entity.

Type/Print Name of Registered Agent

By: Antony A. Umlet

Printed Name
Corporation Service Company

Title
Assistant Secretary

Date
8/27/21



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
R-Zero Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
345 Bearcat Drive, Suite 100

6 City, state, and ZIP code
South Salt Lake, UT 84115

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[][] - [][] - [][][][]

OR

Employer identification number
[][][] - [][][][][][][][]

8 5 - 0 6 7 6 6 2 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **5/13/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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 Customer 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 clicks "I accept" on R-Zero's account creation page, executes this Agreement, or otherwise manifests assent to 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, franchisee, 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.



1/ 18/ 2021

To whom it may concern:

This letter is to confirm that the R-Zero Arc by R-Zero Systems, Inc. is a sole source product, manufactured, sold, and distributed exclusively by ("R-Zero").

Competition in providing this product is precluded by the existence of copyrights and trademarks.

R-Zero is the sole source of the product sold by R-Zero and no other company or firm sells or distributes this product. R-Zero determines the prices for the product sold because of exclusive distribution and marketing rights (in certain geographies there are non-exclusive resellers that are appointed by R-Zero that are subject to R-Zero's pricing).

For further information, please feel free to contact me at cara@rzerosystems.com

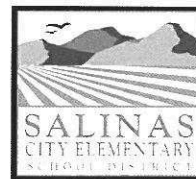
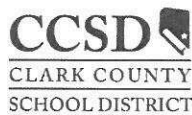
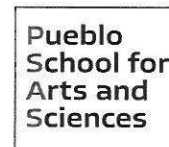
Best,

DocuSigned by:

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Cara Baldwin
General Counsel

SELECT EDU CUSTOMERS



TESTIMONIES

“The whole process from start to finish has been very exciting...Starting off with the training / orientation ... followed by the task force using this technology all throughout the facility and hearing all the positive feedback from staff ... Overall the operators, observers and even patients shared positive feedback with regards to its use...” -- Asst. Hospital Administrator, CA Dept of State Hospitals

Our marquee senior care customer, Trilogy Health Services, calculated a **return on investment of over 3.5** (when examining cost savings of using Arc to avoid infection among its residents)

“The Uv-C technology is the best because it allows us to sanitize in all the places you can’t see. Another aspect of the technology we were excited for is that it’s positive for the environment.” -- Sherry Villanueva; Managing Partner, Owner, Acme Hospitality [\(LINK\)](#)

“We are constantly searching for new and improved ways to keep our organization healthy, and implementing R-Zero’s UV-C technology is another example of our commitment.” -- Jared Shawlee, Chief Operating Officer of the San Jose Earthquakes.

Implementation of R-Zero’s UV-C technology has been “hassle-free” for our custodial team, and the short cycle times reduce labor costs associated with increased disinfection protocols.” -- Rick Diaz, Director of Facilities, North Monterey County USD

TESTIMONIALS



"Our partnership with R-Zero and the return on our investment is immeasurable. This simple and highly effective machine helped solve one of the most complex problems we have ever faced in public education, and will continue to benefit our entire school system even after the immediate threat of the pandemic is over."

GARY TIFBORD

Superintendent, Leroy CUSD #2



"Incorporating Arc has allowed us to add a critical layer of protection and accountability across our district facilities. Implementation of R-Zero's UV-C technology has been "hassle-free" for our custodial teams, and the short cycle times reduce labor costs associated with increased disinfection protocols."

RICH BLAZ

Director of Facilities, North Monterey County USD



"R-Zero's UV technology provides a critical layer of safety to each of our guest rooms, increasing both confidence and comfort. Arc's short disinfection cycles allow our team to focus on providing the exceptional service and experience our guests have come to know and love."

RAPHEEN DOHRAN

General Manager, The Alisal Guest Ranch & Resort

rzero

rzero.com/education | james@rzerosystems.com



