

## EQUIPMENT LEASE

THIS EQUIPMENT LEASE (this “Lease”) is made by and between Reflexion Interactive Technologies, Inc, a Delaware Corporation (“Lessor”) and the lessee identified in the Quote (“Lessee”) on the date of acceptance of this Agreement by the Lessee.

BY CLICKING THE “ACCEPT” BUTTON/CHECKING THE “ACCEPT” BOX/ ACCEPTING THE QUOTE WHEN LEASING THE EQUIPMENT, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LESSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LESSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LESSEE AND BIND LESSEE TO ITS TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT CHECK THE BOX OR CLICK THE BUTTON.

### WITNESSETH:

WHEREAS, Lessor 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 on the Quote (the “Software”);

WHEREAS, Lessee desires to license from Lessor the right to use for its own benefit the Software, and Lessor desires to grant Lessee 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 Lessee lease certain Equipment (as defined below) from the Lessor; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the Equipment, which will be used by Lessee 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. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, subject to the terms and conditions hereinafter set forth, the equipment set forth on the Quote (collectively referred to as, the “Equipment”).

2. TERM. The term of this Lease (the “Term”) commences on the date hereof and shall end as described in the Quote or such earlier date that possession of the Equipment is surrendered to Lessor pursuant to the terms of this Lease.

3. PAYMENTS.

(a) Lessee shall pay Lessor lease payments which shall consist of (i) an initial payment in the amount stated on the Quote which shall cover the time period stated on the Quote and shall be due on the date hereof, and (ii) and on each monthly, annually, or the otherwise described anniversary of the date hereof as stated in the Quote, anniversary of the date hereof, the amount listed in the Quote per time period stated in the Quote during the remainder of the Term (each, a "Payment" and collectively, the "Payments").

(b) The obligations to pay the Payments and other amounts due to Lessor hereunder shall be absolute and unconditional and not subject to any defense, claim, reduction, set off or adjustments for any reason or cause whatsoever. Without limiting the immediately preceding sentence, the parties hereto agree that Lessee's obligation to pay the Payments and other amounts due to Lessor hereunder shall not be affected by reason of and shall continue unmodified despite any loss, theft, damage, destruction, condemnation, requisition or taking by eminent domain or other interruption or termination of use of any Equipment regardless of the cause thereof. Lessee shall promptly pay all costs, expenses, fees and obligations of every kind and nature incurred in connection with the use or operation of the Equipment which may arise or be payable during the Term, whether or not such cost, expense, fee or obligation is specifically referred to herein.

#### 4. OWNERSHIP AND USE.

(a) The Equipment is and shall at all times be the exclusive property of Lessor. Lessee shall have no right therein or thereto except the right to use it in accordance with the terms hereof and the EULA, so long as Lessee is not in default under this Lease or the EULA, beyond the expiration of any applicable notice and cure periods, if any. Lessee agrees that the Equipment will be used solely for the purpose of using the Software and with due care to prevent injury thereto or to any person or property, and in conformity with all applicable laws, ordinances, rules, regulations, and other requirements of any insurer or governmental body. The Equipment shall remain personal property and Lessee shall not permit the Equipment to become a fixture to any real estate or an accession to any personal property not leased hereunder. Lessor or any duly authorized representative of Lessor may from time to time inspect the Equipment and Lessee's records with respect thereto wherever the same may be located. Lessee shall not permit any lien, charge, encumbrance, security interest or other similar interest to arise or remain on the Equipment, and shall execute any instruments, documents, certificates and agreements requested from time to time by Lessor to protect Lessor's interest in the Equipment and Lessee shall otherwise cooperate to defend the title of Lessor and to maintain the status of the Equipment as personal property, including, without limitation, the execution of financing statements and the furnishing of waivers with respect to rights in the Equipment from any third parties, including owners of the real estate where the Equipment is located.

(b) Lessee shall not directly or indirectly:

(i) provide any other person, including any subcontractor, independent contractor, affiliate, or service provider of Lessee, 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 Lease or the EULA.

(c) Lessee understands that Lessor is not a healthcare professional and does not provide medical, health or other professional services, treatment, diagnosis, consultation, information or advice. Lessor's Equipment and Software have not been licensed, approved endorsed 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 Lessee agrees that Lessee and the users of the Equipment are and patients are each solely responsible for obtaining proper treatment for Lessee's and the ultimate user of the Equipment and patient's health conditions. Lessee may provide the information and reports received from the Equipment and Software to Lessee's healthcare providers at Lessee'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 Lease. 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 Lessee shall not make any representation to any user or patient of any such warranty or guarantee.

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

6. REPAIRS. Lessee, at its own cost and expense, shall be responsible for keeping the Equipment in its existing state of repair, condition and working order and any ordinary wear and tear arising during the Term, in accordance with its past practice, 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, subject to any ordinary wear and tear

arising during the Term. All services, parts, mechanisms and devices required in connection with any such repairs or maintenance shall be provided, at Lessor's option, either by (a) Lessor at Lessor's cost plus 10% and invoiced, or transmitted via an electronic payment portal or such other means as required by Lessor, to Lessee with payment required within 30 days of invoice or receipt of notification via an electronic payment portal or (b) a third party approved by Lessor in advance.

7. LESSEE'S WARRANTIES. Lessee warrants to Lessor: (a) if Lessee is an entity, organization or similar non-natural person, Lessee is, and shall at all times during the Term of this Lease be, duly organized, validly existing and in good standing under the laws of Lessee's state of formation or organization, (b) the execution of this Lease and the performance by Lessee of its obligations hereunder have been duly authorized, (c) this Lease constitutes the legal, valid and binding obligation of Lessee and is enforceable in accordance with its terms, and (d) the execution of this Lease and performance by Lessee hereunder will not violate any law or regulation binding upon Lessee or conflict with or result in a breach or default under any contract, instrument or agreement binding upon Lessee, its articles of incorporation or by-laws, as the case may be.

8. LOSS AND DAMAGE. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect.

9. SURRENDER. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in its existing state of repair, condition and working order, with any ordinary wear and tear arising during the Term excepted.

10. INSURANCE. The Lessee shall comply with all insurance coverages required by the Lessor in writing.

11. TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances and shall pay when due all license fees, registration fees, assessments, charges and taxes (whether sales, use, excise, personal property or other municipal, state and federal taxes) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment.

12. LESSOR'S PAYMENT. In case of failure of Lessee to procure or maintain any insurance required to be maintained by Lessee in accordance with Section 10 hereof or to pay said fees, assessments, charges and taxes, all as specified in Section 11 hereof, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assessments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable by Lessee to Lessor with the next Payment, and failure to repay the same shall carry with it the same consequence, including interest at a rate of 10% per annum.

13. LESSOR'S LIMITED WARRANTIES; LIMITATION OF LIABILITY.

(a) Lessor shall not be liable to Lessee 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. **LESSOR 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 LEASED "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 LEASE TO THE CONTRARY, IN NO EVENT SHALL LESSOR BE LIABLE TO LESSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS LEASE, 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. LESSOR'S LIABILITY FOR ANY CLAIM BY LESSEE ARISING UNDER THIS LEASE FOR WHICH LESSOR IS RESPONSIBLE SHALL NOT EXCEED TEN PERCENT (10%) OF THE TOTAL PAYMENTS PAID BY LESSEE UNDER THIS LEASE.

14. INDEMNITY. Lessee shall indemnify Lessor (and Lessor's affiliates and its and their respective members, directors, officers, employees and agents (the "Lessor Indemnitees")) against, and hold Lessor 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, and arising out of or related to any other breach of this Lease by Lessee.

15. DEFAULT AND REMEDIES. Lessee shall be in default ("Default") under this lease (i) if Lessee fails to pay any Payment or other amount herein provided within five (5) business days after the Payment (and any other sums that may be due by Lessee to Lessor hereunder) is due and payable, or (ii) if Lessee with regard to any item or items of Equipment fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, and if Lessee fails to remedy, cure or remove such failure in payment or such other failure in observing, keeping or performing the provisions of this Lease within ten (10) days after receipt of written notice thereof from Lessor or, if such failure is unknown to Lessor, then within ten (10) days of the occurrence of the failure, or (iii) if Lessee shall be in default under the EULA and such default shall continue beyond the expiration of any applicable notice and cure periods, if any, or (iv) if Lessee becomes insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, ceases

doing business, dissolves or declares bankruptcy or if any bankruptcy, reorganization, insolvency, receivership or like proceeding shall be instituted by or against Lessee or all or substantially all of its property, or (v) if any warranty of Lessee in this Lease is untrue in any material respect, or (vi) if Lessee or its affiliates shall default under any other agreement with Lessor and such default shall, if capable of cure, not be cured within the notice and cure periods provided in such other agreement within ten (10) days after receipt of written notice of such default from Lessor. In case of a Default, Lessor shall have the right to exercise any one or more of the following remedies:

(a) Lessor may proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease or to recover damages for the breach thereof;

(b) Lessor may terminate this Lease and declare the entire amount of Payments hereunder immediately due and payable, without notice or demand to Lessee;

(c) Lessor may demand that Lessee, and Lessee shall upon the written demand of Lessor, return the Equipment promptly to Lessor in the manner and condition required by, and otherwise in accordance with all of the provisions of Section 9 hereof as if the Equipment were being returned at the end of the Term of the Lease; or Lessor, at its option, may enter upon the premises where all or any of the Equipment is located and take immediate possession of and remove the same by summary proceedings or otherwise, all without liability to Lessor for or by reason of such entry or taking of possession, whether for the restoration of damage to property caused by such taking or otherwise;

(d) Lessor may sell any part of or all of the Equipment at public or private sale, as Lessor may determine, free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such sale or for the proceeds thereof; or

(e) Lessor may hold, keep idle or lease to others any part of or all of the Equipment, as Lessor in its sole discretion may determine, free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto.

Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease. All remedies are cumulative and may be exercised concurrently or separately. In addition to the above rights and remedies of Lessor, Lessee shall be responsible for and promptly reimburse Lessor for all of Lessor's reasonable costs, fees and expenses in enforcing its rights under this Lease, including reimbursement for attorney's fees and costs.

16. **BANKRUPTCY.** Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by Lessee, or such an action is commenced against Lessee and is not dismissed within sixty (60) days after the commencement thereof, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of its creditors, or if a writ of attachment or

execution is levied on any item or items of the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of any item or items of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 15 hereof; and this Lease shall, at the option of Lessor on notice to Lessee, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

17. **CONCURRENT REMEDIES.** No right or remedy herein conferred upon or reserved to Lessor 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.

18. **ASSIGNMENT.**

(a) Without the prior written consent of Lessor, Lessee shall not directly or indirectly (a) assign, transfer, pledge or hypothecate this Lease, the Equipment or any part thereof, or any interest therein or (b) sublet or lend the Equipment or any part thereof, or permit the Equipment or any part thereof to be used by anyone other than Lessee or (c) undergo any change in control of the ownership of Lessee. Consent to any of the foregoing prohibited acts applies only in the given instance, and is not a consent to any subsequent like act by Lessee or any other person.

(b) Lessee hereby acknowledges that Lessor shall have the right to assign, transfer, pledge, or hypothecate this Lease to any lender, person, firm, entity or any other third party without notice to Lessee and Lessee hereby consents to any such assignment, transfer, pledge, or hypothecation. This Lease shall inure to the benefit of the successors and assigns of Lessor and shall be binding on the successors and permitted assigns of Lessee.

19. **NON-WAIVER.** No covenant or conditions of this Lease can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or by law or in equity despite said forbearance or indulgence.

20. **FURTHER ASSURANCES.** Lessee agrees to execute such further documents, papers and agreements as may be requested by the Lessor to effectuate the purpose of this Lease.

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

22. **ENTIRE AGREEMENT.** This Lease and the EULA constitute the entire agreement between Lessor and Lessee with respect to the lease 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 Lease and the EULA conflict, the terms of this Lease shall govern.

23. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Lease 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 Lessor, to:

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

If to Lessee, as stated on 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.

24. GOVERNING LAW; SERVICE OF PROCESS. This Lease shall be governed by and construed in accordance with the local laws of the State of Delaware applicable to contracts made and to be performed entirely within such State. The Lessee agrees that any legal action or proceeding with respect to this Lease may be brought by the Lessor in the exclusive jurisdiction of the federal or state courts located in Lancaster County, Pennsylvania as the Lessor may elect and the Lessee hereby irrevocably submits to each such exclusive jurisdiction and waives any objection it may now or in the future have thereto. Lessee waives personal service of any and all process upon the Lessee 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 Lessee 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. Lessee agrees that this Lease and the EULA are unique to Lessee and that no class action or similar multi-lessee proceeding is appropriate or may be commenced.

25. CONSTRUCTION. Whenever the context of this Lease 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 Lessor.

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

27. TIME. Time is of the essence to this Lease and each and all of its provisions.



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

