

Luxer One Sales Order

Date:

Prepared by:

Phone:

Email:

Property Information

Property name:

Property management company:

Property Address:

(Please fill in)

(Please fill in)

Billing Address:

Billing contact, phone, and email:

Point of contact and title:

(Please fill in)

(Please fill in)

(Please fill in)

Installation Requirements

Client ("Client") agrees to the following installation requirements. Except where marked "optional," all must be completed prior to the installation date listed above:

For all orders:

1. Any and all renovation to the property to accommodate the above dimensions of the Luxer One system must be completed 14 days prior to installation.
2. Providing access for the installation team for the day of installation, including security access and parking, if applicable.
3. Access to resident information to complete the setup of the Luxer One system including, first and last name, email addresses, phone numbers, and unit numbers (optional).
4. Complete unit number list of all available units in the community must be provided to Luxer One.
5. The floor where the lockers are to be placed must be level.
6. Shipping charges include white glove delivery with debris removal. Deliveries involving stairs, weekends or off-hours, or any other special circumstances may be charged additional fees.
7. Should installers need to return due to an unprepared site (as outlined above) when lockers are delivered, this may result in up to a \$500 rescheduling fee.
8. If the installation date needs to be rescheduled within 2 weeks of install date by request of the Client, or due to site readiness issues identified by Vendor, there may be up to a \$500 change fee, plus \$15 per locker per month for storage.

For indoor lockers:

1. Access to a 120VAC duplex electrical outlet positioned with the base of the outlet at least 77 inches above the floor.
2. Access to a 120VAC duplex electrical outlet positioned on the opposing wall for the camera power.
3. Access to an Ethernet outlet for Internet access positioned with the base of the outlet at least 77 inches centered above the floor and adjacent to the 120V duplex outlet.

For outdoor lockers:

1. Power: 120VAC, 20A electrical disconnect mounted within 36" of the Main locker. Wire: Outdoor rated 12/2 electrical wire (or equivalent).
2. High Voltage Connectivity: Final high voltage electrical connections to be completed by the sites hired electricians on installation day.
3. Ethernet: CAT5e or CAT6 cable terminated with an RJ45 tip inside of an outdoor rated electrical box mounted within 36" of the Main locker.
4. Internet: Hardline access to Internet with an upload speed of at least 1Mbps.
5. Sides: 5" required on each side of the locker bank to attach and bolt down anchors.
6. Back: 3" required along each back of lockers to provide access for electrical and networking.
7. Front: Minimum of 60" of free space in front of lockers for ADA compliance.
8. If above grade, ramp or graded pad needed for ADA accessibility.
9. 4" thick, level, concrete pad with a maximum drainage slope not exceeding a rise or fall of more than 1.5 inches beyond level.
10. Surface shall be accessible pursuant to current ADA and FHA rules, and comply with current applicable codes and regulations.
11. Screen must not be in direct sunlight.

For outdoor kiosk:

1. Power: 120VAC, 15A electrical disconnect mounted within 36" of the kiosk.

2. High Voltage Connectivity: Final high voltage electrical connections to be completed by the sites hired electricians on installation day.
3. Ethernet: CAT5e or CAT6 cable terminated with an RJ45 tip inside of an outdoor rated electrical box mounted within 36" of the kiosk.
4. Internet: Hardline access to Internet with an upload speed of at least 1Mbps and Ethernet link from interior screen to exterior kiosk.
5. Side Clearance: 1" required on each side of the kiosk to attach and bolt down anchors.
6. Back Clearance: 4" required behind the kiosk to provide access for electrical and networking connections.
7. Kiosk shall not obstruct critical building access points, including alarm panels and emergency valves.
8. Concrete surface: 4" thick, level, with a maximum drainage slope not exceeding a rise or fall of more than 1.5 inches beyond level.
9. Surface shall be accessible pursuant to current ADA and FHA rules, and comply with current applicable codes and regulations.

Estimated completion date of the Installation Requirements above

Client initials that they will comply with the Installation Requirements above

IT Site contact for internet/data

In consideration of the covenants and conditions hereafter expressed this Agreement is made this 10 day of February, 2023, between:

The Vendor:

And the Client:

For the following
Project:

1. SCOPE OF WORK

- 1.1. Luxer One or its agents ("Vendor" or "Luxer One") shall connect the Luxer One system (the "System") to the building supplied network, configure the System to accept packages, demonstrate the working System to on-site staff and train the building staff on how to use and maintain the System.

2. SALES ORDER TERMS

- 2.1. By signing this Sales Order, the parties agree to the terms and conditions set forth in this Sales Order and in the currently numbered Sections 1 – 4, 6, 9 - 17, 19, and 20 of Luxer One's Terms of Service located at <http://luxerone.com/terms-of-service>. In the event of a conflict between the terms and provisions of this Sales Order and the terms and provisions of Luxer One's Terms of Service, the terms and provisions of the Sales Order will prevail with respect to such conflicting matters.
- 2.2. All orders are non-cancellable and non-refundable. Service Fee applies to all credit card purchases. A twelve percent (12%), or the maximum amount permitted by applicable law (whichever is lower), finance charge applies to past due invoices or an amount legally authorized in the state in which the lockers reside.
- 2.3. Vendor's right to install, operate and maintain the Equipment within Locker Area shall be exclusive until the expiration of the term, or earlier termination of this Agreement. In addition, Client shall not grant any other license, permit, or lease to any other equipment operator to install electronic lockers in the Locker Area while this Agreement remains in effect.

3. GENERAL

- 3.1. The parties agree that any disputes arising between them in connection with this Agreement shall be determined by binding arbitration. The arbitration shall be conducted by one arbitrator in accordance with the Federal Arbitration Act (9 U.S.C. §§ 1-16 ["FAA"]). Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrator shall apply California substantive law in rendering his or her decision on the merits of any controversy or dispute.

3.2. Client shall retain all right, title, and interest in and to all of Client's logos, promotional graphics and related marketing designs (collectively, the "Owner Art"). Client agrees that Vendor may use Client Art, and/or Client's corporate and/or trade name, solely for purposes of fulfilling its obligations hereunder, for listing Owner as a customer on Vendor's website, and in Vendor's proposals to current and prospective clients. For any other use of Client Art, and/or Client's corporate and/or trade name, Vendor shall submit to Client a request in writing, including by electronic mail, describing in detail the manner and extent to which Vendor intends to use the Client Art, and shall supply to Client any information related thereto as Client may reasonably request. Client may consent to Vendor's use of any use of Client Art in the exercise of Client's sole and absolute discretion. Any such consent shall be in writing.

4. HARDWARE TERMS

4.1. OWNERSHIP

4.1.1. Ownership of the iPad(s) remains with Luxer One and Client can purchase the iPad for \$1 at any time. Upon purchase of the iPad, Luxer One will no longer be able to remotely manage or support the device.

4.1.2. (Selected) Upon payment in full, Client owns all hardware (excluding iPad).

or

4.1.3. Luxer One owns and retains title to all equipment.

4.2. DISCLAIMERS; WARRANTIES

4.2.1. Vendor warrants the equipment and Vendor's System will be free of material manufacturer defects for a term of 1 year. Such warranty excludes damage caused by vandalism or adverse climate conditions. Vendor further warrants to Client that the equipment shall operate substantially in accordance with the specifications provided by Vendor. Unless expressly set forth in this Agreement, Vendor makes no warranty, express or implied, with respect to any matter, and expressly disclaims the implied warranties or conditions of non-infringement, merchantability, and fitness for any particular purpose. Vendor does not warrant the results of the use of the equipment, including resident and carrier utilization, and Client assumes all risk and responsibility with respect thereto.

4.2.2. Unless explicitly stated in the Sales Order, lockers will not have a regulatory marking on them such as CE, TUV or UL. Should regulatory marking be required, please discuss options with your sales representative to ensure post-installation fees do not need to be assessed to achieve compliance.

4.2.3. Metal locker components are covered by a one (1) year manufacturer's warranty from the date of delivery. Damage caused by vandalism, excessive wear and tear, harsh cleaning solvents or adverse weather conditions are not covered by the warranty.

4.2.4. Refrigerators are covered by True Refrigerators manufacturer's warranty (<https://www.truemfg.com/Support/Warranty-Support>). Please make sure to comply with the manufacturer's recommended maintenance. It is recommended that any repairs be made by a licensed True technician.

4.2.5. Replacement parts will be sent to the property, and can be installed by on-site staff with remote help from Luxer One. After 1 (one) year, should the Client elect to have a Luxer One technician be dispatched, Luxer

One may charge the Client for labor (up to \$150/hr) and shipment of parts. An additional fee will be incurred for technicians needed on the weekends. In the event that a part needs to be repaired or replaced, Client may call or email the support team support@luxerone.com to initiate warranty coverage.

4.2.6. All defective parts must be returned within thirty (30) days of the replacement part arriving on site or Client will be invoiced for non-returned items. Luxer One will provide a return shipping label at no expense

4.2.7. The following events are not covered by the warranty or service fees: (i) repair of damage arising from the act, error, fault, neglect, misuse, improper operation or omission of the Client or its employees, customers, agents, contractors or invitees or any person whether or not that person is under the control or direction or authority of the Client; (ii) repair of damage arising from changes, alterations, additions modifications or re-installation of any part of the System by a person other than Luxer One or its authorized agents; (iii) repair of damage caused by incorrect power supply, failure of electrical power, loss of internet connection; (iv) repair of damage caused by the operation of the System other than in accordance with the specifications or otherwise than in accordance with the direction, instruction or recommendations of Luxer One or its personnel; (v) Repair of damage caused by any circumstances beyond Luxer One's reasonable control

5. CUSTOMER SUPPORT AND SOFTWARE LICENSE TERMS

5.1. DISCLAIMERS

5.1.1. Client should note that in using the System and equipment, sensitive information might travel through third party infrastructures which are not under the Vendor's control (such as third-party servers). Vendor makes no warranty with respect to the security of such third party infrastructures.

5.2. SOFTWARE AND SUPPORT

5.2.1. Service fees will start on first delivery to the lockers or thirty (30) days after the system is delivered, whichever comes first.

5.2.2. As long as the Client's account has no past due invoices for Software and Support license fees, the system will receive all applicable software upgrades.

5.2.3. Support license fees are subject to a maximum 5% annual increase.

5.2.4. Luxer One will not charge for synchronization of resident lists from supported 3rd party software platforms. Client may need to pay the 3rd Party systems directly if an export of resident data is not provided by the 3rd party free of charge.

5.3. SIGNATURE SUPPORT

5.3.1. If Client has opted for Luxer One Signature Support in the provided order form:

5.3.1.1. Warranty for parts, labor, and metal components (section 4.2) will be extended to 3 years.

5.3.1.2. Video storage on Luxer One cameras will be retained for approximately 30 days.

5.3.1.3. Luxer One will provide a certified technician at least once per year for routine maintenance.

5.4. RESIDENT DATA

- 5.4.1. Client and Vendor will comply with applicable privacy and data protection laws regarding the collection, processing and use of Personal Data in connection with its role as described in the Agreement.
- 5.4.2. Client will review Luxer One's Privacy Policy at <http://www.luxerone.com/privacy-policy> for more information regarding the ways in which Luxer One collects, uses, and shares this information and other information relating to Client and its customers.

5.5. INDEMNIFICATION

- 5.5.1. Each Party agrees to indemnify and hold the other Party and its affiliates harmless from and against any losses, costs, liabilities and expenses, including attorneys' fees, in connection with third party claims arising out of the breach of the representations, warranties and covenants made by such indemnifying Party herein, or out of such indemnifying Party's negligence or willful misconduct. Luxer One further agrees to indemnify Client from and against any third party claims that Luxer One's Platform, when used by Client solely as authorized in accordance with this Agreement, infringes on the intellectual property rights of the third-party.

5.6. MISCELLANEOUS

- 5.6.1. If Luxer One collects any additional fees (not in section 5.5) upon Client's request such as service fees, usage fees, late fees, or other, fifty percent (50%) of all revenue received will be distributed to the Client on a quarterly basis. Luxer One will retain the other fifty percent (50%) to cover expenses.
- 5.6.2. If lockers are running on Luxer One provided cellular, use of the lockers with the provided cellular connection is priced in accordance with the intended and typical usage of the system. Luxer One reserves the right to assess additional fees for additional data usage that may incur from unauthorized use.
- 5.6.3. If Client is providing internet access, Luxer One will not be responsible for any issues caused by an internet outage. Should a technician need to be deployed to support an internet connectivity issue, standard technician fees may apply.
- 5.6.4. Luxer One is authorized to offer upgrades and other features through the platform that may be monetized by Luxer One and will not impact the operations and management of the products listed in the Order Specifications section of this contract and will comply with all applicable laws and regulations.

5.7. TERM

- 5.7.1. The term of this Agreement will be for one (1) year or specified in the ORDER SPECIFICATIONS, whichever is longer. At the end of such term (and each renewal term thereafter, if any), this Agreement will automatically renew for an additional one (1) year term, unless either Party provides the other Party with notice of nonrenewal at least thirty (30) days prior to the end of the then-current term.
- 5.7.2. In the event of any termination of this Agreement: (a) Client will remain liable for any amounts due under this Agreement prior to termination; (b) Client will remain liable for any amounts due during the duration of the agreed upon contract length; (c) Vendor will return to Client all Client Confidential Information in its possession.

5.7.3. The provisions of this Agreement shall be binding to the Client and any successor to the Client who acquires all or substantially all of the Clients assets.

5.7.4. Should Vendor need to remove the equipment, Client will be charged the same installation and shipping fees as below for removal. Client will be responsible for all repairs to the building after equipment is removed.

6. PAYMENT TERMS

6.1. All hardware, support, licensing, and installation invoices will require a deposit before shipping. The remainder of the payment shall be due thirty (30) days after lockers are installed. Deposits are not refundable.

6.2. Should Vendor fail to receive Client's remaining payment of the Fees due within forty-five (45) days of delivery, Vendor reserves the right to terminate the service and take possession of the lockers with a removal fee of \$500 per Tower (the "Repossession Fee") plus associated shipping charges.

6.3. All pricing and terms of this Agreement shall remain confidential between the Client and Vendor.

6.4. Credit card payments will incur an additional 3% service fee.

6.5. PAYMENT INSTRUCTIONS:

7. ORDER SPECIFICATIONS

Purchase Type	Purchase
Registration Fees Charged to Residents	\$0
Registration Fees Paid to Property by Luxer One	\$0
Equipment	Hardware total: \$ Dollar amount goes here Accessories total: \$Dollar amount goes here Equip call out goes here
Installation	\$Installation cost goes here
Shipping	\$Shipping cost goes here
Support	Signature Support \$Support cost goes here, billed annually
Estimated Tax	\$Tax amount goes here
Total	\$Total dollars goes here
Due Now	\$Deposit dollars goes here
Due After Installation	\$Dollars amount goes here
Color	Color goes here
Notes	Any special call outs go here

8. SIGNATURES

Your signature below acknowledges acceptance of this order. Pricing is valid for thirty (30) days from the date this Sales Order was provided.

Name: _____

Title: _____

Signature: _____

Date: _____

Onsite Contact:

Name: _____

Phone: _____