



QUOTE / INVOICE / SOFTWARE AGREEMENT

RightEye, LLC
 7979 Old Georgetown Rd, Suite 801
 Bethesda, MD 20814
 (301) 979-7970, www.righteye.com

Quote Number: CCSD-DV-RA-3
 Valid Until: 1/31/2023
 Prepared By: CM

CONTACT DETAILS

Bill To:

Name:	Brandon Crosby
Organization:	Campbell County School District
Address:	
City:	
State/Province:	Wyoming
Mail Code:	
Country:	United States of America
Phone:	(307) 687-1679
Email:	bcrosby@ccsd.k12.wy.us

Ship To:

Name:	Brandon Crosby
Organization:	Campbell County School District
Address:	
City:	
State/Province:	Wyoming
Mail Code:	
Country:	United States of America
Phone:	(307) 687-1679
Email:	bcrosby@ccsd.k12.wy.us

QUOTE TERMS AND CONDITIONS

Effective Start Date:	Pending delivery or as agreed upon
Initial Term (Mos.):	12 Months
Auto Renew:	12 Months
Renewal Term (Mos.):	12 Months

Payment Method:	Credit Card or Wire Transfer
Payment Terms:	Upon signature, payment is due.

ITEM DESCRIPTION	Quantity	Unit Price	Sales Price
HARDWARE - Vision Tracker2™, Hydraulic Testing Table, Accessories	1	\$12,799	\$12,799
SOFTWARE - RightEye Vision System with 2 Software Modules	1	Included	Included
RightEye Dynamic Vision Software Module (1 of 2 Modules)	1	Included	Included
RightEye Customizable Protocols Module (Included with Dynamic Vision Module)	1	Included	Included
RightEye Therapy Games Subscription (Included with Dynamic Vision Module)	1	Included	Included
RightEye Reading Skills Software Module (2 of 2 Modules)	1	Included	Included
Account Set-Up and Subscription Activation	1	Included	Included
Annual Account & Technical Support and Public Course Training	1	Included	Included
Shipping (US)	1	\$197	\$197
Sub Total			\$12,996
SPECIAL DISCOUNT (10%)			(\$1,279)
Quote Total (\$US)			<u>\$11,717</u>

Recurring Renewal & Software Maintenance Fee

Annual Subscription Renewal	Effective Start Date (above) plus 12 months	\$1,999
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Notes

- Estimated Shipping Date: TBD
- Travel case is not included.

I agree to terms contained in this agreement (pages 2 and 3) and acknowledge this document will serve as final invoice.

PRINT NAME	
TITLE	
DATE	
SIGNATURE	

Special Provisions

(THE TERMS IN THIS SPECIAL PROVISIONS SECTION, SUPERSEDE ALL OTHERS IN THIS QUOTE AND AGREEMENT.)

- Funds are due in US dollars only.
- This approved document will act as final invoice.
- Thirty (30) Day Return Policy - If Customer is not satisfied with the service for any reason, they may return the system within the first thirty (30) days of service. Customer must provide written notice of their intent to return the system prior to the last day of the initial thirty (30) day period. In the event Customer elects to return the system, the initial shipping fee and a 15% restocking fee will be the only amounts due RightEye. Customer is responsible for return shipping fees.
- Third-party training/therapy products are not eligible for the 30-Day Return Policy.
- System Requirements - To operate efficiently, a minimum internet upload speed of 3 MBPS is required. IT support may be required for data port configuration.
- RightEye does not add or collect state, local, municipality, or use taxes. The purchaser is responsible for the payment of any taxes.
- Upon signature of this Agreement, Customer acknowledges that this document will serve as the final invoice.

CONFIDENTIAL - RIGHTEYE SaaS AGREEMENT

Terms and Conditions

THIS PURCHASE OF THE RIGHTEYE VISION SYSTEM™ AND RELATED HARDWARE SET FORTH ON THE ATTACHED INVOICE (THE "HARDWARE") ALONG WITH LICENSE OF THE RIGHTEYE SOFTWARE AND THE ONLINE SERVICES (THE "SERVICES") WHICH INCLUDES THE ONLINE ACCESS TO RUN TESTS AND VIEW REPORTS, IS GOVERNED BY THESE GENERAL TERMS AND CONDITIONS ("AGREEMENT"), RIGHTEYE'S PRIVACY POLICY AND TERMS OF USE BOTH LOCATED AT www.righteye.com. THESE GENERAL TERMS AND CONDITIONS COVER THE SPECIFIC PRODUCTS OR SERVICES SET FORTH ON THE QUOTE/INVOICE. CUSTOMER HEREBY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT CUSTOMER IS PURCHASING THE HARDWARE FOR USE WITH THE RIGHTEYE SOFTWARE AND ONLINE SERVICES. RIGHTEYE RESERVES THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, FOR ANY REASON IN ITS SOLE DISCRETION, TO CHANGE THESE GENERAL TERMS AND CONDITIONS WITHOUT ANY LIABILITY OR OBLIGATION TO CUSTOMER, WITH OR WITHOUT NOTICE, IN CONNECTION WITH ANY FUTURE INVOICE. BY SIGNING THE INVOICE, CUSTOMER HEREBY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SUBJECT TO RIGHTEYE'S PRIVACY POLICY AND THAT CUSTOMER HAS THE REQUISITE PERMISSION FOR ANY OTHER INDIVIDUAL WHOSE PERSONAL INFORMATION CUSTOMER MAY ENTER IN CONJUNCTION WITH THE USE OF THE HARDWARE OR SERVICES. References to the "Customer" are to the entity or individual identified on the quote/invoice attached to this Agreement (the "Invoice"). The Hardware, Software and Services are provided by RightEye, LLC, a limited liability company organized under the laws of the State of Delaware ("RightEye").

Article 1: Charges, Payment, Renewal.

1.1 Customer shall pay to RightEye the amount due under the Invoice and any License Fees (defined below) for the online services and Hardware in accordance with this Article I. The license term (the "License Term") and license fee prices are set forth on the Invoice (the "License Fees"). License Fees may be modified by RightEye without notice to Customer at the end of each License term.

1.2 Unless otherwise agreed by RightEye, the "Service Commencement Date" shall be the date the Hardware is delivered to Customer. Unless otherwise agreed by RightEye, prior to the Service Commencement Date, Customer shall provide to RightEye payment for the Hardware and the License term via wire transfer, check, PO or valid, up-to-date and complete credit or debit card information and any other relevant valid, up-to-date and complete contact and billing details and, if Customer provides its credit or debit card information to RightEye, Customer hereby authorizes RightEye to bill such credit or debit card on or within 10 business days after receipt of such billing detail, for the total amount due or at monthly intervals during the License Term as specified by the Invoice.

1.3 If RightEye has not received any payment within 30 days after the due date, and without prejudice to any of its other rights and remedies, RightEye may, without liability to Customer, disable Customer's password, account and access to all or part of the Services and RightEye shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

1.4 All amounts and fees stated or referred to in this Agreement shall be payable in US dollars and are, subject to Article IV, non-cancellable and non-refundable. Subject to Article IV, all amounts and fees are exclusive of value-added tax and any other sales tax or other applicable taxes or levies, which shall be added to RightEye's invoice(s) at the appropriate rate where applicable.

1.5 Auto-Renewal: This Invoice and Agreement shall be effective upon the Service Commencement Date (as defined in the Terms and Conditions) and shall remain in effect, unless earlier terminated as otherwise provided in this Invoice or the Terms and Conditions (the "Initial Term"). This Agreement shall automatically be renewed beyond the Initial Term for additional renewal term as specified on the invoice (a "Renewal Term") and shall automatically be renewed at the end of each subsequent Renewal Term unless Customer provides RightEye with 30 days written notice of termination prior to the end of the Initial Term or previous Renewal Term, as the case may be.

Article II: Proprietary Rights; Hardware.

2.1 Customer acknowledges and agrees that RightEye and/or its licensors own all intellectual property rights in the Services and the Software contained on the Hardware. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Software on the Hardware.

2.2 RightEye confirms that it has all the rights in relation to the Services and the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

2.3 Customer shall bear the entire risk of loss, theft, damage, or destruction of the Hardware from any cause whatsoever.

Article III: Limitation of Liability.

3.1 IN NO EVENT SHALL RIGHTEYE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

3.2 IN NO EVENT SHALL RIGHTEYE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO RIGHTEYE FOR THE HARDWARE AND SERVICES PURSUANT TO THIS AGREEMENT. EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE INVOICE, RIGHTEYE MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE HARDWARE OR SERVICES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS OR FOR PARTICULAR USE WITH RESPECT TO THE HARDWARE OR SERVICES AND HEREBY DISCLAIMS THE SAME. EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE INVOICE, RIGHTEYE IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE HARDWARE OR SERVICES OR THE OPERATION OF SUCH HARDWARE OR SERVICES.

Article IV: Termination.

4.1 Pursuant to the terms of the Invoice, if Customer chooses not to renew the license for the Services, Customer may still have access to tests run using the RightEye system during the License Term.

Article V: Modifications to the Agreement.

5.1 This Agreement, together with The Terms of Use and Privacy Policy supersedes all prior documents, representations, and understandings of the parties that may relate to the subject matter of the Agreement.

Article VI: Warranty.

6.1 RightEye warrants your system to be free from physical defects in material and workmanship for 2 years. If a defect exists, RightEye shall repair or replace the system (at our discretion) with a fully operational replacement.