

BLUEWAVE 360 EQUIPMENT LICENSE AGREEMENT

This Equipment License Agreement (“**Agreement**”) is made as of 2/6/2024 (the “**Effective Date**”) by and between BLUEWAVE Technologies, Inc., a Delaware corporation (the “**Company**”) and SanfordHealth Equip, a corporation having offices at 3223 32nd Ave S Fargo, ND 58103 (the “**Licensee**”). The Company and Licensee are sometimes referred to herein individually as “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Company has developed the BLUEWAVE Deodorization and Disinfection Device that deodorizes and kills bacteria on consumer products and medical devices (hereinafter referred to as “**Device**”), along with associated treatment bags and an insert (to attach inside the bag according to instructional videos) designed to treat a specific patient device (hereinafter referred to as a “**Treatment Kit**”). The Device and Treatment Kit together shall henceforth be known as the “**Equipment**”;

B. Licensee wishes to use the Equipment, and Company is willing to license the Equipment to Licensee, on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SUMMARY OF TERMS

Number of Devices (“Quantity of Devices”): 1

Initial Term: (Check One) 12 Months

Trial Period: 6 Months

Monthly Fee Per Unit USD (“License Fee”): ~~\$500.00~~ \$250 (discounted rate)

Number of Treatment Kits Per Quarter Included with Fee (“Quantity of Treatment Kits”): 15 shipped per quarter

Type and Quantity of Treatment Kits/Month (Circle Type and Write Number):

Type	QTY/Month	Type	QTY/Month
Cranial Helmet 14”	10	Paired Shoe/Insoles	2
Walking Boot		Wrist Brace	
Prosthetic Liner	2	AFO	
Single Shoe/Insert		Prosthetic Socket	1
Knee Brace		TLSO (Pediatric)	

Price of Pro Service Plan During License Period: Included

(If Applicable) Discount on Additional Items for Duration of Initial Term: **40%**

ARTICLE 1 SUPPLY OF THE EQUIPMENT

1.1. Provision of the Equipment.

(a) Company will provide Licensee with the agreed upon Quantity of Devices to be delivered, at Licensee's expense, to agreed upon locations. The timing of the deliveries will be in accordance with the Delivery Schedule attached as Exhibit A.

(b) During the Term of this Agreement, the Company will provide the Quantity of Treatment Kits per month, to be delivered at Licensee's expense, to agreed upon locations. The timing of the deliveries will be in accordance with the Delivery Schedule attached as Exhibit A.

(c) During the Term of this Agreement, the Company will provide Licensee with the use of the Equipment and initial training on the Equipment. Company will also provide Licensee with hardware support for the Equipment on an as needed basis for no additional fees.

(d) If Company develops new firmware for the Device that significantly improves the efficacy or reduces time for deodorization, or significantly reduces the time for disinfection, Company will update the licensed Devices' firmware in a commercially reasonable timeframe. While the updates will be at no charge to Licensee, shipping costs associated with such updates will be paid by Licensee.

(e) Each Device licensed under this Agreement will include Company's Pro Service Warranty (Attached as Exhibit B) which includes Hot Swap, as defined in the Pro Service Warranty, feature to replace malfunctioning Devices that cannot be fixed remotely.

1.2. Use of the Equipment.

(a) Licensee will use the Equipment solely in accordance with this Agreement, BLUEWAVE's User Manual (provided in Company's online portal) and Terms and Conditions (provided in Company's online Customer Portal and within the packaging of each new Device) and all applicable laws. Licensee may not use the Equipment for any other purpose without the prior written consent of the Company. Licensee shall not modify, create derivative works of, duplicate, reverse engineer or otherwise disassemble the Equipment. The Equipment shall not be relocated to new facilities without providing Company with prior written notice.

(b) Company will, at its expense, provide initial training sessions for each new unit deployed. Only Licensee's employees who have been adequately trained on using the Equipment are permitted to access and use the Equipment. Licensee shall, at its expense, train any additional employees and authorized agents on the proper usage of the Equipment. Licensee represents and warrants that to the best of its knowledge, its employees shall be kept abreast of any changes to the working instructions or manual received from the Company regarding the Equipment.

(c) Licensee will, at its sole expense, defend, indemnify, and hold Company harmless from and against any claims, damages, costs, expenses, losses or the like arising from any use of Equipment that is not in accordance with the BLUEWAVE Manual, Terms & Conditions, and direct BLUEWAVE Training.

1.3. Title of the Equipment.

(a) The Equipment shall always remain and be deemed personal property even if it may become attached or fixed to realty. Unless otherwise agreed by the Parties in writing, all right, title and interest in and to the Equipment shall remain solely with Company, and Licensee is only granted a limited right to use the Equipment during the Term of this Agreement.

(b) Further to the foregoing, Licensee shall (i) not convey, sublicense, sell, license, transfer, assign, mortgage, grant security interests to, or otherwise encumber the Equipment, nor shall it permit any lien or encumbrance upon or against any interest in the Equipment (“**Encumbrances**”), (ii) give immediate written notice to Company of any attempt to create such lien or other Encumbrance, and (iii) at its sole expense, defend, indemnify and hold Company harmless from and against any claims, damages, costs, expenses, losses or the like arising from any such Encumbrance on the Company’s title and interest in the Equipment.

(c) Upon expiration, termination or cancellation of this Agreement, Licensee shall return (or allow access for Company to retrieve) the Equipment to Company at a time mutually agreeable to both Parties, but not later than thirty (30) days following such expiration, termination or cancellation. The Equipment shall be returned in the same condition originally delivered to Licensee, reasonable wear and tear excepted.

1.4. Additional Terms and Conditions. Use of the Equipment shall be subject to the additional terms and conditions provided in Company’s online Customer Portal and included in the packaging of each BLUEWAVE Device and incorporated herein by reference.

ARTICLE 2 LICENSE FEES

2.1. License Fees. For the period from the Delivery Date until the expiration or earlier termination of this Agreement (the “**License Period**”), Licensee shall pay to the Company the License Fee each month for the Term of this Agreement (the “**License Fees**”). The first payment of the License Fees (the “**First Payment**”) will be due one calendar month after the Licensee receives the Equipment (as determined by Company’s shipment tracking). For clarity, if the Licensee receives the Equipment on the 12th of July, the First Payment would be due on the 12th of August.

2.2. Payment of License Fees. The Licensee shall pay each monthly License Fee on the same day of the month (the “**Payment Day**”) as the First Payment was made. In the event that the License Fee is not received in full by the Company on or before the fifth day after the Payment Day, Company reserves the right to charge five percent (5%) or the maximum amount allowed under applicable laws on the outstanding balance from the due date until paid, plus all costs of collection of late payments, including reasonable attorneys’ fees and court costs.

2.3. Requirements for Data Gathering. Licensee is receiving a discounted rate on License Fees in exchange for completing the data reports on behalf of Company. Company will provide Licensee with a link to these reports and instructions for completing them. If Licensee fails to complete such reports during the Term of this Agreement, Company reserves the right to collect the difference between the list price and the discounted price for the duration of the Term.

2.4. Confidentiality of License Fees. Because this Agreement is customized to suit Licensee's use and applications of the Equipment and may constitute trade secrets, the Licensee will treat all pricing, including but not limited to License Fees and discounts, as confidential.

2.5. Taxes. Notwithstanding anything contained herein, Licensee shall pay all taxes based on or in any way measured by this Agreement, the Equipment, or any portion thereof, including but not limited to any VAT taxes, use taxes, and any personal property taxes.

ARTICLE 3 TERM AND TERMINATION

3.1. Term. The term of this Agreement will commence with the Effective Date and shall continue for the Initial Term specified in the Summary of Terms. This Agreement shall automatically renew for subsequent terms (each a "**Renewal Term**") equal in duration to the Initial Term unless a Party provides notice of at least thirty (30) days prior to the expiration of the Initial Term or the expiration any Renewal Term. The Initial Term and each Renewal Term shall be the "**Term**".

3.2. Trial Period. Parties may agree that a trial period ("Trial Period") is necessary to determine the suitability of using Equipment in Licensee's practice. If so, Licensee will pay all fees for the full duration of the Trial Period specified in the Summary of Terms. If during the Trial Period Licensee determines that the Equipment is not suitable for use in Licensee's clinic, Licensee must provide Company notice, on or before the 15th day prior to the end of the Trial Period, of its intent to terminate the Agreement at the end of the Trial Period. If Licensee does not notify Company of its intent to terminate pursuant to this section, the Term of the Agreement will be governed by the Initial Term in the Summary of Terms and Section 3.1 of this Agreement.

3.3. Termination for Cause. Either Party may, by written notice to the other Party, terminate this Agreement for cause if the other party: (i) fails to pay any undisputed amount due within ten (10) days after receiving written notice of such nonpayment; (ii) is in material breach of any non-monetary term, condition or provision of this Agreement, which breach is not cured within thirty (30) days after the non-breaching party gives the breaching party written notice of such breach; or (iii) terminates or suspends its business, becomes insolvent, admits in writing its 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, or becomes subject to any bankruptcy or insolvency proceeding under Federal or State law.

3.4. Obligations upon Termination or Expiry. Upon termination or expiry of this Agreement, Licensee will cease use of the Equipment and shall immediately return, or permit Company to retrieve, the Equipment at Licensee's expense.

3.5. Survival. Notwithstanding termination of this Agreement for any reason, the rights and obligations that by the terms of this Agreement survive termination of the Agreement shall remain in full force and effect, including but not limited to the provisions of Section 1.4, Section 2.3, Section 3.4, Article 4 (unless this Agreement is terminated by the Company pursuant to Section 3.2), Article 5, Article 6, Article 7, and Article 8 of this Agreement.

ARTICLE 4 INTELLECTUAL PROPERTY

4.1. All discoveries, know-how, techniques, ideas or intellectual property, whether patented or patentable or not, that are owned or controlled by a Party, and that were existing or conceived prior to the Effective Date of this Agreement (“**Prior Inventions**”), will continue to be owned or controlled by that Party, and will not be affected by this Agreement. Without limiting the generality of the foregoing, Licensee hereby acknowledges and agrees that all right, title and interest in and to the Equipment, including all intellectual property rights therein, are and shall remain Company Confidential Information and may be covered by other intellectual property protection. Other than the limited right to use the Equipment as expressly set forth herein, Licensee shall not acquire any right, title or interest in the Equipment. All rights in and to the Equipment not expressly granted herein are reserved by the Company.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY

5.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (i) it is a corporation duly organized and existing under the laws of the state of its incorporation, (ii) it is authorized to enter into this Agreement, and (iii) that the terms of this Agreement are not inconsistent with the terms of any other contractual obligations or any laws, rules, regulations or guidelines applicable to it.

5.2. Exclusion of Warranties. EXCEPT AS AND TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 5.1, AND IN LIEU OF ALL OTHER WARRANTIES, THE EQUIPMENT IS PROVIDED “AS-IS”, WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EFFORT TO ACHIEVE PURPOSE, QUALITY, ACCURACY, NONINFRINGEMENT, TITLE, MARKETABILITY, PROFITABILITY, SUITABILITY, AND/OR ANY TYPE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.3. Indemnification by Licensee. Licensee shall defend, indemnify, and hold harmless Company and its affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and assigns from and against any and all third party claims for losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees (collectively “**Losses**”) to the extent that such Losses arise from (i) Licensee’s or its representatives use of the Equipment; (ii) the negligence or willful misconduct of Licensee or its representatives; and/or (iii) Licensee’s or its representatives breach of this Agreement.

5.4. Indemnification by Company. Company shall defend, indemnify and hold harmless Licensee from and against any and all third party claims for Losses to the extent such Losses arise from (i) Company’s use of the Equipment; and/or (ii) the negligence or willful misconduct of Company.

5.5. Limitation of Liability. Except for breach by a Party of its confidentiality, third-party indemnification, and/or intellectual property obligations hereunder, or a Party’s gross negligence or willful misconduct in its performance hereunder, in no event shall: (i) either Party’s liability under this Agreement include any indirect, special, incidental, consequential or punitive damages of any character arising out of or in connection with this Agreement, or the breach of this Agreement or any warranty, whether based on contract, tort or any other legal theory, even if such Party shall have knowledge of the possibility of such

potential loss or damage; and (ii) Company's liability exceed the amounts paid to Company hereunder for the particular device in question. Neither Party shall be liable for any claim unless legal proceedings for such claim are commenced within 2 years of the date the cause of action has arisen.

ARTICLE 6 GENERAL

6.1. Governing Law. This Agreement shall be exclusively governed by the laws of the State of Delaware, without regard however to the "choice of laws" provisions therein.

6.2. Disputes. In the event a dispute relating to this Agreement arises between the Parties, the Parties agree to cooperate in good faith (including, without limitation, if such dispute is not promptly resolved, escalating such dispute to senior management) in an effort to resolve such dispute through direct discussions for a period of at least thirty (30) days before proceeding with arbitration, mediation, or litigation. Notwithstanding the foregoing, either Party shall have the right to (i) terminate this Agreement in accordance with its terms, and (ii) seek equitable relief at any time in any court of competent jurisdiction.

6.3. Independent Contractors. The Parties hereto shall be independent contractors with respect to each other and neither shall be deemed to be the agent, employee, servant, joint venturer or partner of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized by the other Party in writing.

6.4. Assignment. Neither Party shall assign this Agreement to a third-party without the prior written consent of the other Party hereto; provided, however, that Company may assign this Agreement (i) as part of a merger or consolidation in which the surviving entity assumes all of such Company rights and obligations hereunder, or (ii) upon the sale of substantially all of the assets of Company to which this Agreement relates, in each case without such prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6.5. Notices. All notices provided in this Agreement will be in writing and made and copied to the following persons, and will be deemed to have been made: (i) when delivered, if delivered by hand; (ii) on the day following deposit with an overnight courier; (iii) on the date 3 business days following deposit with the U.S. Mail, postage prepaid; or (iv) when sent by electronic mail (e-mail), if not followed by any error message or other indication that it was undeliverable, and confirmed by the addressee:

if to Licensee, to:

SanfordHealth Equip
3223 32nd Ave S
Fargo, ND 58103
Attn: O&P Department Amy Watts

if to Company, to:

BLUEWAVE Technologies, Inc.
10606 E. Industrial Drive, Unit V
Orange, FL 32763
Attn: Miles Clark

6.6. No Waiver. No failure or waiver or successive failures or waivers on the part of either Party to enforce any provision of this Agreement, will operate as a discharge of such provision, or render it invalid, or impair the right of either Party to enforce it in the event of any subsequent breach or breaches by the other Party.

6.7. Force Majeure. Neither Party shall be considered in breach of this Agreement to the extent any failure to perform any term or provision is caused by any reason beyond the Party's reasonable control, or by reason of any of the following circumstances: failure of utilities, material shortages or other similar occurrences; civil disorders or commotions, acts of aggression, attack, terrorism, vandalism or other similar occurrences, or fire, floods, earthquakes, pandemics (including without limitation, the COVID-19 pandemic) or acts of God.

6.8. Severability. If any provision of this Agreement is found by a court to be void, invalid, or unenforceable, it will be reformed to the minimum extent necessary to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

6.9. Entire Agreement. This Agreement (including the Exhibits) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereto, and supersedes any and all prior negotiations, representations, agreements, and understandings, written or oral, that the Parties may have reached with respect to the subject matter. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of each of the Parties.

6.10. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument. Electronic signatures of the Parties will have the same effect as original signatures.

6.11. Amendment. No amendment or modification of this Agreement will be valid or binding upon the Parties unless made in writing and signed by the duly authorized representatives of both Parties.

6.12. Electronic Copy. The Parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature. Further, each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including, without limitation, Adobe e-signature, DocuSign, E-sign, facsimile or e-mail electronic signatures.


6.13. Construction. This Agreement has been jointly drafted by the Parties, and any uncertainty or ambiguity will not be construed for or against either Party as an attribution of drafting by any Party.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF Licensee and Company have executed this Agreement as of the Effective Date.

SanfordHealth Equip

BLUEWAVE Technologies, Inc.

By: 
Name: Amy Bauman
Title: CPO, Business Strategy Advisor for O&E


By: 
Name: Justin Zhou
Title: President

Exhibit A

Delivery Schedule

A. Delivery of Devices

Company will deliver the agreed upon Quantity of Devices as soon as reasonably possible after the Effective Date to locations of Licensee's choosing until the quantity is fulfilled.

B. Delivery of Treatment Kits

Company will deliver the agreed upon Quantity of Treatment Kits in quarterly batches starting on the date of the first shipment of Devices. In the event Licensee transfers a Device to a different Licensee clinic and notifies Company of such transfer pursuant to this agreement, Company will begin shipping Treatment Kits to the new location.

EXHIBIT B

Pro Service Warranty

The Pro Service Warranty is designed to provide customers with expedited troubleshooting and replacement of their Device if necessary. Members of our Pro Service Warranty program receive prioritized troubleshooting phone numbers and email addresses, as well as free Hot Swaps*. The Hot Swap comes into play if the Company is unable to successfully correct a malfunctioning Device remotely (via email, phone, or video call). In such case, at the Company's expense, a replacement Device will be shipped to Licensee and the replacement will include a return label for the malfunctioning Device. Once the problem is fixed on the original Device, Company will swap out the replacement Device for the original Device – again at no charge to Licensee. Company strives to maintain a functioning Device as needed by the Licensee.

*Company reserves the right to limit the number of Hot Swaps if it determines, at its sole discretion, customer is not acting in good faith, e.g., intentionally damaging the BLUEWAVE device, violating BLUEWAVE's Terms and Conditions, or sending back functioning units.