



Zoox Technologies inc.  
3050 Royal Boulevard Suite 165  
Alpharetta, GA 30022  
billing@zooxsmart.com  
www.zooxsmart.com

## INVOICE

### BILL TO

BC Network S.A.  
Calle 64, Urbanizacion Castro  
San José, San José, 10108  
Costa Rica

INVOICE # 2019-2211  
DATE Nov/25/2019  
DUE DATE Dec/02/2019  
TERMS Net 07

ACTIVITY	QTY	RATE	AMOUNT
Zoox Smart Wi-Fi for Venues Vertical Lv. 2 License Type Monthly Fee	108	USD11.55	USD1,247.40
Setup Fee	1	USD150.00	USD150.00
		BALANCE DUE	USD1,397.40

Net Amount: USD1,397.40  
Wire Transfer Instructions:  
Payment to: Silicon Valley Bank  
Routing & Transit #: 3302 1972 82  
Swift Code: SVBKUS6S  
Account #: 3301417048  
For the credit of: Zoox Technologies Inc

## Invoice Note

Payment will be collected in prior to provision of services/goods described in this quote.

Prices are expressed in United States Dollars (USD). Up-front fees represent the products setup and professional services fee and the first subscription fee (when it is not a single payment). In the case of multi-year contract, the monthly subscription fee could increase year over year according to the inflation rate of the payer's country of origin.

Should you have any enquiries concerning this quote, please contact your sales representative or write or write us at sales@zooxsmart.com (english) or ventas@zooxsmart.com (spanish) or contact us at any of our phone numbers.

### ASSUMPTIONS

- 1.Zoox can connect directly to the Customer's existing third-party systems. If the Client subscribes to such integration (s), Zoox will integrate the Service with the Client's existing system (s) and the Client will be responsible for paying all costs or expenses, if any, charged by the external provider and other suppliers involved or associated with such integration (s). In no case, Zoox will be responsible for the obligations of third party suppliers with the Client.
- 2.The present quote is based on a structure of time and material costs included in the monthly costs, changes that are not executed through the change control process can cause an increase in actual billing. 3. Any change made through the change control process once the requirements have been authorized, will include a cost-impact analysis and will be agreed by both parties before the start of the work.
- 3.The Partner and Customer will ensure the availability of the members that will participate in the project, being these Business or IT depending on the need that is presented, whether to participate in workshops, interviews and / or training for the work within the scope. In the event that there are dependencies by the customer or third parties, the penalties imposed by the partner or customer would not apply and the project time will stop for Zoox until activities resume and there are no dependencies.

### LIMITS AND SCOPE

- 1.The scope of the project does not include implementing, configuring or installing any software additional to those marketed by Zoox Smart Data for THE PARTNER OR CLIENT. Likewise, Zoox Smart Data is not and will not be responsible for the cost, if any, that should be incurred in the licensing of any component for THE PARTNER OR CLIENT that it wishes to include before, during or after the implementation.
- 2.The scope of the project does not include implementing, configuring or installing any hardware for THE PARTNER OR CLIENT. Likewise, Zoox Smart Data is not and will not be responsible for the cost, if any, that should be incurred for any component for THE PARTNER OR CLIENT that it wishes to include before, during or after the implementation.
- 3.The scope of the project does not include development reviews or other components such as corporate strategy, IT strategy, business continuity plans or any topic that is not within the implementation of the products marketed by Zoos Smart Data and its operating rules.
- 4.Although the Zoox Smart Data project delivery team has been carefully selected to meet its objectives, Zoox Smart Data reserves the right to suggest new members that are reasonably good substitutes for those whose availability is impaired due to circumstances not provided Zoox Smart Data will ensure that the new team members meet the requirements of THE PARTNER OR CUSTOMER and THE PARTNER OR CLIENT will be fully entitled to interview / evaluate the candidates for approval.
- 5.Although the project execution times suggested by Zoox Smart Data in this proposal are well thought out, based on our experience with similar projects and are quite accurate, they are tentative and should be reviewed with the PARTNER OR CLIENT team at the beginning of the project to determine a detailed plan.
- 6.All work products will be prepared in the Spanish language and will be delivered in electronic copies. Final reports will be delivered in 1 (one) physical copy only if requested, otherwise they will be delivered only electronically.
- 7.A change of scope is defined as performing any service / activity that has not been included in the scope defined in this document and / or repeating an activity or part of an activity defined in this document.
- 8.THE PARTNER OR CUSTOMER will provide the Zoox Smart Data project team with adequate space to carry out their activities if required and remote connectivity to their networks, as well as office supplies, administrative support, telephone line and internet access whenever necessary.
- 9.During the project, Zoox Smart Data will not:
  - o Make management decisions on behalf of THE PARTNER OR CUSTOMER or act in any capacity equivalent to any member of management or employee of THE PARTNER OR CLIENT
  - o Authorize, execute or consummate transactions, also will not exercise authority on behalf of THE PARTNER OR CLIENT
  - o Issue an opinion or report related to any dispute or disagreement between THE PARTNER OR CLIENT and any provider / third party."

### CUSTOMER AND PARTNER SUPPORT

To fulfill the purpose of this contract, the service provided by Zoox Technologies Inc. includes:

- 1.Zoox software license (s) that covers the validity of the service at the licensing level mentioned in this quotation.
- 2.Programmatic campaigns (In-Cloud).
- 3.Hosting Amazon Web Services (In-Cloud).
- 4.Deadline for implementation: up to 30 days from the signing of the contract.
- 5.100% remote implementation.
- 6.Training on the use of the 100% remote platform.
- 7.Manual export of the databases of your connections in CSV formats.
- 8.Service availability metrics (subject to change without notice) offered on a 24x7 basis (24 hours a day, 7 days a week):
  - a. First Level Technical Support performed remotely by the PARTNER reselling services or by ZOOX as required
  - b. Second Level Technical Support performed remotely by the PARTNER reselling services or by ZOOX as required.
  - c. Third Level Technical Support performed remotely by ZOOX.
- 9.The following elements are part of the technical support actions:
  - d. Confirmation of call closure before the PARTNER or the CLIENT depending on who reported the incident.
  - e. Confirmation of readjustment of the end customer service of the PARTNER.
  - f. Identification, analysis and resolution of problems with respect to the platform.
  - g. Monitoring the progress of problem solving.
  - h. Remote diagnosis through the Internet connection.
  - i. Local diagnosis when the remote diagnosis was not successful.
  - j. Reload or update software.
  - k. Scaling of problems for third-level support from the manufacturer, when troubleshooting times so require.
  - l. Application of corrections and updates of software and hardware versions when the diagnosis for the correction of faults with any level of criticality points to this need.
  - m. Corrections of hardware and software necessary for the correction of malfunctions or improvement of the performance of the platform.
- 10.The following levels of criticality will be considered by the PARTNER at the time of opening the call with Zoox.
  - a. Critical - General unavailability of the platform available to users.
  - b. Major - Partial unavailability of equipment, systems and software in accordance with the purpose of the contract, with potential risk of subsequent
  - c. Less - The operating performance of the platform is impaired, but the services continue to operate.
  - d. Response and resolution times