



## WAIVER / RELEASE AGREEMENT

(the "Agreement")

Company Name: \_\_\_\_\_ ("Company")

Address: \_\_\_\_\_

Point of Contact Name: \_\_\_\_\_

Point of Contact Email: \_\_\_\_\_

Point of Contact Phone: \_\_\_\_\_

Company has or anticipates providing equipment, materials, or other property ("Company Property") to Senseeker Corp ("Senseeker") on a temporary basis for the Purpose of:

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### The Parties hereby agree:

1. Company shall bear all shipment, import/export costs of any kind, insurance, taxes and risk of loss costs associated with providing the Company Property to Senseeker. This includes costs while in Senseeker's possession and incurred in the delivery to Senseeker and the return to Company.
2. Company represents and warrants that it has fully insured against the risk of loss or damage to Company Property. Company hereby releases Senseeker from any liability and waives any claim against Senseeker in connection with the Company Property except in the case of Senseeker's willful misconduct. Company shall defend, indemnify, and hold harmless Senseeker, its officers, employees, and agents against any claim related to the loss or damage of Company Property.
3. Once the Purpose of providing Company Property to Senseeker has been achieved or at any other time, Senseeker will notify Company that the Company Property is ready for return. Company shall arrange for pickup of Company Property from Senseeker within 30 days or enter a suitable agreement with Senseeker which requires Senseeker's to continue to possess the Company Property (e.g., to repair or upgrade Company Property).
4. Company may arrange for return of Company Property at any time with reasonable prior notice. In such instance, Senseeker shall make Company Property available for pickup during normal business hours at Senseeker's then current address. Should Company fail to collect Company Property within 30 days of written notice from Senseeker, Company releases Senseeker of any and all obligations it may have with regard to Company Property and Company agrees such Company Property shall be deemed abandoned. If Company abandons Company Property while they are in Senseeker's possession, Senseeker may, in its sole discretion, take ownership and title to Company Property or invoice Company for the cost of disposing or returning Company Property. Company agrees to pay such invoice on a NET 15 basis.
5. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and a valid, legal and enforceable provision of similar intent and economic impact therefore shall be substituted instead.
6. This Agreement shall be construed in accordance with the laws of the State of California (without regard to the provisions thereof governing conflicts of laws).

### COMPANY

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### SENSEEKER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_