

## MASTER AGREEMENT

This Master Agreement (“Master Agreement”) is between Procurement Professionals Alliance, an Arizona-based non-profit corporation, on behalf of its RFxPremier cooperative contracting division PPA/RFxP, and LuxMist, LLC, whose primary business address is 14038 W Desert Hollow Dr, Surprise, AZ 85387 (“Contractor”). RFxPremier and Contractor may each be referred to as a “Party” and collectively as “Parties.”

### BACKGROUND

- A. RFxPremier seeks to establish a cooperative contracting relationship with Contractor to provide goods and services to non-profit, private, and public purchasing entities.
- B. This Master Agreement sets forth the terms and conditions under which Contractor will supply such goods and services to these entities through the Procurement Professionals Alliance (“PPA”)/RFxPremier (“RFxP”) program.

The Parties agree as follows:

#### I. Term of Agreement

- 1.1 **Effective Date.** This Master Agreement is effective December 16, 2025.
- 1.2 **End Date.** This Master Agreement will continue through December 31, 2027, unless otherwise terminated by either Party in writing.
- 1.3 **Termination.** Either Party may terminate this Master Agreement upon breach by the other party, subject to thirty (30) days' written notice and opportunity to cure.

#### II. Cooperative Purchasing Mechanism

- 2.1 **Marketing and Administration.** Lead Entity shall administer this Master Agreement as a convenient and cost-effective contracting vehicle for use by states, territories, counties, cities, and other political subdivisions, higher education, K-12, healthcare, tribal, and nonprofit organizations (“Eligible Entities”).
- 2.2 **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with Lead Entity and PPA/RFxP.
- 2.3 **Logo Use.** The PPA/RFxP logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with PPA/RFxP.
- 2.4 **No Representations.** The Contractor shall not make any representations concerning Lead Entity, PPA/RFxP or any nonprofit, private, or public entities purchasing under this Master Agreement (“Buyers”) as to the quality or effectiveness of the goods or services provided herein, without prior written consent.

#### III. Purchasing and Contract Administration

- 3.1 **Goods and Services.** Contractor will provide the goods and services to Eligible Entities as set forth in Attachment A, as attached and incorporated herein.

- 3.2 **Pricing.** The prices contained in Attachment A represent the not-to-exceed price Offered by Contractor. All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 3.3 **Shipping.** All deliveries will be F.O.B. destination. All shipping costs must be clearly set forth in the purchase order and pre-approved by Buyer.
- 3.4 **Purchase Orders.** Contractor shall require all Buyers to include the following language in each purchase order: "Buyer shall hold Procurement Professionals Alliance harmless and, to the extent permitted by law, shall indemnify Procurement Professionals Alliance and RFxPremier from all third-party claims or causes of action, arising from goods and services acquired under this Purchase Order."
- 3.5 **Administrative Fee.** Contractor shall pay PPA a fee for management and marketing of the Master Agreement ("Administrative Fee") equal to one percent (1% or 0.01) of each sale of products or services under this Master Agreement no later than sixty (30) days following the end of each calendar quarter. The Administrative Fee applies to the cost of the goods and services, less any charges for taxes or shipping. The PPA/RFxP Administrative Fee is not negotiable and must be included in the overall cost provided to the Buyer and not shown as a separate line item.
- 3.6 **Sales Data Reporting.** Contractor shall report to PPA/RFxP all sales made under this Master Agreement which Contractor has invoiced and received payment for, including orders for personal use, if applicable ("Sales Data").
  - 3.6.1 **Summary Sales.** Contractor shall provide a summary of the Sales Data ("Summary Sales Data") using a reporting tool or template provided by PPA/RFxP. Contractor shall provide PPA/RFxP with Summary Sales Data each calendar year quarter, no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
  - 3.6.2 **Detailed Sales.** Within sixty (60) days following the end of each calendar year quarter, Contractor shall provide PPA/RFxP with detailed sales Data, including but not limited to customer name and address and line-item ordering detail ("Detailed Sales Data"). PPA/RFxP will work collaboratively with Contractor to determine the appropriate data and means of reporting.

#### **IV. Indemnification and Insurance**

- 4.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless Lead Entity, PPA, and RFxP along with their officers and employees, from and against any third-party claims, damages, or causes of action, including reasonable attorneys' fees and related costs, for any death, injury, or damage to tangible property arising from the sale or use of any product or service sold under this Master Agreement.
- 4.2 **Insurance.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, commercial insurance sufficient to cover its obligations, including indemnity, contained in this Master Agreement.

## V. General Provisions

- 5.1 **Confidentiality.** Parties may have access to information that is confidential, proprietary, or trade secret, including information provided by the other Party, as well as by Buyers, which may also include information on individuals ("Confidential Information"). Parties acknowledge that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm and loss to the disclosing party or other individuals. Therefore, Parties shall (a) use Confidential Information for the sole purpose of performing under this Agreement, (b) limit dissemination of Confidential Information to only those employees and representatives who have a need to know the Confidential Information, and (c) not disclose the Confidential Information to any other person or entity without the approval of disclosing Party or Buyer, if applicable.
- 5.2 **Amendments.** This Agreement may only be amended or modified in writing upon agreement by both Parties.
- 5.3 **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.
- 5.4 **Notice.** All notices concerning enforcement, modification, amendment, interpretation, or dispute resolution of this Agreement must be in writing and be delivered to the other Party's signatory to this Agreement.
- 5.5 **Dispute Resolution.** In the event of a dispute concerning this Agreement, Parties shall attempt to resolve the dispute in good faith through non-binding mediation prior to any formal legal action.
- 5.6 **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement will not be affected and will be enforced to the greatest extent permitted by law.
- 5.7 **Waiver.** The waiver of either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or other provisions.
- 5.8 **Governing Law, Jurisdiction, and Venue.** Any claim or cause of action must be brought in a court of competent jurisdiction within the Commonwealth of Virginia, City of Fairfax, and will be subject to Virginia law, without regard to its choice of law provisions.
- 5.9 **Survivability.** Survivability. Sections 3.5, 3.6, 4.1, 5.1, 5.4, 5.5, 5.6, 5.7, and 5.9 will survive expiration or termination of this Agreement.

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The Parties accept the terms of this Agreement as of the dates set forth below.

For PPA

Name Jaime Schorr

Title Chief Growth Officer

Signature:

*Jaime C. Schorr*  
boxSIGN 4Q9YZJWW-1V9R96QZ

Date:

Dec 19, 2025

For Contractor:

Name Shahryar Rehman

Title CEO, LuxMist

Signature:

*Shahryar Rehman*  
boxSIGN 46XJLVWQ-1V9R96QZ

Date:

Dec 19, 2025

## Attachment A: Scope of Work

### 1. SCOPE OVERVIEW

LuxMist LLC ("Contractor") shall provide comprehensive outdoor environmental control solutions, including high-performance portable misting systems, seasonal heating products, and related accessories to Eligible Entities nationwide through this RFxPremier cooperative purchasing program. Products and services are designed for residential, commercial, institutional, and governmental applications across all seasons.

### 2. PRODUCTS AND SERVICES

Contractor shall make available the following categories of products and services to Eligible Entities:

#### 2.1 Outdoor Cooling Solutions

- Portable Commercial Misting Systems (1000 PSI high-pressure systems)
- Wall Mount Misting Fan Kits (various sizes and configurations)
- Ceiling Fan Kits with integrated misting capabilities
- Oscillating Pedestal Misting Fan Kits
- LuxMist Portable Mist Fan (self-contained units with built-in water tanks)
- Solar Portable Misting Fans
- Golf Cart Misting Systems by ExtremeMist
- GoMist by ExtremeMist (personal portable cooling systems)
- Class 2 High-Visibility Misting Vests for outdoor workers
- Misting accessories and replacement parts (nozzles, pumps, tubing, filters)

#### 2.2 Seasonal Heating Solutions

- ExtremeHEAT Heated Blanket Poncho (portable warming solutions)
- ExtremeHEAT Heated Camping Chairs
- ExtremeHEAT Heated Blanket & Chair Holiday Gift Bundles
- Seasonal warming accessories and components

#### 2.3 Installation Services

- Professional installation of misting systems for commercial and institutional facilities
- Site assessment and system design consultation
- Custom integration with existing outdoor infrastructure
- System commissioning and operator training
- Technical support during installation phase

#### 2.4 Maintenance and Support Services

- Preventive maintenance programs for misting systems
- System inspection and performance optimization
- Repair services for all LuxMist products
- Technical support hotline and email support
- Warranty administration and claims processing
- Parts and consumables supply chain management

## 2.5 Equipment Rental Services

- Short-term and long-term rental options for portable misting systems
- Event-based cooling solutions for temporary installations
- Seasonal rental programs (summer cooling/winter heating equipment)
- Delivery, setup, and removal services for rental equipment
- Trial/demonstration equipment programs for evaluation purposes

## 3. ELIGIBLE ENTITIES

This Master Agreement is available to all Eligible Entities as defined by RFxPremier, including but not limited to:

- Federal, state, and local government agencies and departments
- K-12 school districts, individual schools, and educational service agencies
- Colleges, universities, and other higher education institutions
- Healthcare facilities (hospitals, clinics, nursing homes, medical centers)
- Tribal governments and tribal organizations
- Nonprofit organizations qualifying under Section 501(c)(3) of the Internal Revenue Code
- Parks and recreation departments and facilities
- Public libraries and cultural institutions
- Sports venues and athletic facilities (public and qualifying private)
- Convention centers and public event facilities
- Restaurants, breweries, and hospitality establishments (commercial entities)
- Other public, private, and nonprofit entities authorized by RFxPremier

## 4. PRICING AND DISCOUNTS

### 4.1 Base Pricing Structure

All pricing shall be inclusive of the RFxPremier one percent (1%) administrative fee. Pricing provided through this Master Agreement represents competitive market pricing with the following structure:

- Manufacturer's Suggested Retail Price (MSRP) serves as baseline
- Contract pricing reflects competitive discount off MSRP where applicable
- Published contract pricing available through LuxMist and RFxPremier websites
- Custom quotations available for large-scale projects and installations

### 4.2 Volume and Quantity Discounts

Contractor may offer additional volume-based pricing incentives for qualifying purchases, including:

- Quantity discounts for bulk equipment orders (thresholds to be established by Contractor)
- Multi-site deployment discounts for entities with multiple locations
- Project-based pricing for comprehensive system installations exceeding designated dollar thresholds
- Annual purchase agreement pricing for entities committing to recurring orders

### 4.3 Additional Cost Savings Mechanisms

- Promotional pricing during designated periods (seasonal sales, new product launches)
- Free shipping thresholds for qualifying order values

- Bundle pricing for combined cooling and heating solution purchases
- Trade-in programs for equipment upgrades (where applicable)
- Access to manufacturer rebates and promotional programs

#### **4.4 Pricing Transparency and Updates**

- All pricing guaranteed for initial term of Master Agreement
- Price increases require thirty (30) days advance written notice to RFxPremier and affected Eligible Entities
- Price decreases will be implemented immediately and communicated within five (5) business days
- Current pricing catalog maintained on Contractor's website with RFxPremier contract designation

### **5. GEOGRAPHIC COVERAGE AND AVAILABILITY**

Contractor shall provide products and services to Eligible Entities nationwide, with particular emphasis on:

- Primary service areas: Arizona (Phoenix metro), Florida (Miami metro), and expanding markets
- Direct shipping capabilities to all 50 states, District of Columbia, and U.S. territories
- Installation services available in primary markets, with expansion plans for additional regions
- Remote technical support and consultation services available nationwide
- Partnership network for installation and service support in underserved markets (to be developed)

### **6. DELIVERY AND PERFORMANCE STANDARDS**

#### **6.1 Delivery Terms**

- Standard shipping: FOB Destination (freight costs included in purchase price to delivery location)
- Standard delivery timeframe: 5-10 business days for in-stock items
- Expedited shipping options available upon request at additional cost
- Special order and custom system lead times: to be quoted on a project-specific basis
- Installation services: scheduled based on project scope and mutual agreement

#### **6.2 Performance Standards**

- Products meet or exceed industry standards for outdoor cooling and heating equipment
- High-pressure misting systems operate at 1000 PSI for optimal performance
- Temperature reduction: Up to 30 degrees Fahrenheit for cooling systems
- Energy-efficient and water-smart engineering for sustainable operation
- Whisper-quiet performance for minimal noise disruption
- Modern, aesthetically-pleasing designs suitable for upscale environments

### **7. WARRANTY AND PRODUCT GUARANTEES**

Contractor provides comprehensive warranty coverage for all products sold under this Master Agreement:

#### **7.1 Standard Warranty Terms**

- Manufacturer's warranty applies to all equipment and components
- Warranty periods vary by product category (typically 1-3 years from date of purchase)
- Defective parts and materials covered under warranty at no charge
- Warranty registration available through Contractor's website
- Clear warranty terms provided with each product delivery and available online

## 7.2 Warranty Service and Support

- Dedicated warranty claims processing through Contractor's support team
- Repair or replacement determination at Contractor's discretion
- Shipping costs for warranty service covered by Contractor for defective items
- Reasonable turnaround times for warranty repairs and replacements
- Extended warranty options available for purchase on select products

# 8. TRAINING AND TECHNICAL SUPPORT

Contractor shall provide comprehensive training and technical support resources to ensure optimal use of products:

- Product operation and maintenance training for facility operators and staff
- Installation training and certification programs for in-house maintenance teams
- Technical support hotline available during business hours (8 AM - 5 PM MST)
- Email support with response within one (1) business day
- Online resources including product manuals, installation guides, and troubleshooting videos
- Remote diagnostic support for system troubleshooting
- On-site support available for complex installations and major systems (fees may apply)

# 9. ORDERING PROCEDURES

Eligible Entities may place orders through multiple convenient channels:

## 9.1 Ordering Methods

- Online: Through LuxMist.com website with RFxPremier contract designation
- Direct contact: Sales team available via phone and email for quotes and orders
- Purchase orders: Accepted via email, fax, or online portal
- Custom quotations: Request for proposal process for complex or large-scale projects

## 9.2 Required Purchase Order Language

As specified in the Master Agreement Section 3.4, all purchase orders must include the following language:

*"Buyer shall hold Procurement Professionals Alliance harmless and, to the extent permitted by law, shall indemnify Procurement Professionals Alliance and RFxPremier from all third-party claims or causes of action, arising from goods and services acquired under this Purchase Order."*

## 9.3 Payment Terms

- Credit card payments accepted (Visa, MasterCard, American Express, Discover)
- Purchase orders with Net 30 payment terms for established accounts
- Wire transfer and ACH payment options available
- Tax-exempt status honored with proper documentation (W-9, tax exemption certificates)

## 10. ENVIRONMENTAL AND OPERATIONAL BENEFITS

LuxMist products are designed with sustainability and operational efficiency in mind:

- Energy-efficient operation reduces power consumption compared to traditional cooling methods
- Water-smart engineering minimizes water usage while maximizing cooling effectiveness
- Eco-friendly alternatives to energy-intensive air conditioning for outdoor spaces
- Extends outdoor space usability year-round, maximizing facility investment
- Portable and modular designs reduce need for permanent infrastructure modifications
- Improves outdoor air quality by reducing dust and airborne particles

## 11. TYPICAL APPLICATIONS AND USE CASES

Products and services under this Master Agreement serve diverse applications across public, private, and nonprofit sectors:

### 11.1 Educational Facilities

- Outdoor classroom spaces and learning environments
- Athletic facilities, practice fields, and spectator areas
- Campus outdoor gathering spaces and quad areas
- Playground areas and outdoor recreation zones

### 11.2 Parks and Recreation

- Public parks and picnic pavilions
- Splash pads and aquatic centers
- Sports complexes and tournament facilities
- Community centers and outdoor event spaces

### 11.3 Healthcare and Senior Living

- Hospital courtyards and healing gardens
- Senior living facility patios and outdoor recreation areas
- Rehabilitation center outdoor therapy spaces
- Memory care facility safe outdoor environments

### 11.4 Government and Public Facilities

- Outdoor worker protection for public works departments
- Municipal building outdoor gathering spaces
- Transportation hubs and transit stations
- Convention centers and public event venues

### 11.5 Commercial and Hospitality

- Restaurant patios and outdoor dining areas
- Brewery and winery tasting room outdoor spaces
- Hotel pool decks and outdoor event spaces
- Shopping center outdoor common areas

## 12. CONTRACT ADMINISTRATION AND REPORTING

Contractor agrees to comply with all administrative requirements as specified in the Master Agreement, including:

- Quarterly sales reporting to RFxPremier within thirty (30) days following each calendar quarter
- Detailed sales data submission within sixty (60) days following each calendar quarter
- Payment of one percent (1%) administrative fee within thirty (30) days of quarter end
- Annual contract performance review participation with RFxPremier and Lead Entity
- Marketing and promotional material coordination with RFxPremier branding guidelines
- Customer satisfaction feedback collection and reporting
- Compliance with all terms and conditions specified in the Master Agreement

## **13. ADDITIONAL PROVISIONS**

### **13.1 Product Additions and Modifications**

Contractor may add new products and services to this Scope of Work during the term of the Master Agreement with written notice to RFxPremier. All additions must align with the overall scope of outdoor environmental control solutions and be made available to all Eligible Entities under consistent terms.

### **13.2 Marketing and Promotion**

Contractor agrees to actively market this cooperative contract opportunity to Eligible Entities through website promotion, direct outreach, trade show participation, and collaboration with RFxPremier on joint marketing initiatives. Use of RFxPremier and Procurement Professionals Alliance logos requires separate logo use agreement as specified in Master Agreement Section 2.3.

### **13.3 Customer Service Standards**

Contractor commits to providing exceptional customer service to all Eligible Entities, including prompt response to inquiries, professional communication, accurate order fulfillment, and proactive problem resolution. Customer complaints shall be addressed within one (1) business day with resolution or status update provided within five (5) business days.

### **13.4 Insurance and Indemnification**

Contractor maintains commercial general liability insurance and shall defend, indemnify, and hold harmless RFxPremier, Procurement Professionals Alliance, Lead Entity, and all Eligible Entities as specified in Master Agreement Section 5 (Indemnification and Insurance).

### **13.5 Sustainability Commitment**

Contractor operates with values rooted in innovation, community, and environmental responsibility. Products are engineered for energy efficiency, water conservation, and minimal environmental impact, supporting Eligible Entities' sustainability goals and green initiative programs.