

## Edge Autonomy Terms & Conditions

### 1. Definitions.

**“Certified Operator”** means an individual who has undergone and completed satisfactory all requisite training provided by Edge Autonomy or its authorized representatives to proficiently and securely handle Edge products.

**“Edge Autonomy”** means Edge Autonomy Operations, LLC, its subsidiaries and affiliates.

**“Purchaser”** means the person, firm, corporation, or Government executing the Purchase Order with Edge Autonomy who will purchase the product.

**“Purchase Order”** means the instrument of contracting, including Edge Autonomy’s purchase order form, invoices and all referenced documents, attachments, and amendments.

**“System”** means any product, equipment, or service provided by Edge Autonomy to Purchaser under these Terms and Conditions.

2. **Acceptance.** Edge Autonomy accepts orders from a written or electronically submitted Purchase Order specifying the Edge Autonomy part numbers or full details of any special requirements. Each Purchase Order should have a reference number for the valid quotation issued by Edge Autonomy. All orders are subject to written or electronic acceptance by Edge Autonomy (including via email or electronic document). Submission of a signed Purchase Order (whether by wet ink signature or electronic signature) shall constitute acceptance of Edge Autonomy’s Terms and Conditions, set forth herein and in any Quotation provided by Edge Autonomy. These Terms and Conditions shall supersede any inconsistent provisions contained in the Purchase Order or any other document issued by Purchaser, and any additional or different terms proposed by Purchaser are expressly rejected unless specifically accepted in writing by an authorized representative of Edge Autonomy. The Purchase Order is transferred to production only after the payment is received and confirmed as per agreed prepayment conditions. Payment may be made via electronic funds transfer (EFT), wire transfer, or other mutually agreed electronic payment methods. Seller shall provide written or electronic confirmation of payment receipt within one (1) business day.
3. **Product Specifications.** The specifications provided on the Edge Autonomy website, literature, or in any written quotations are intended to be accurate. However, Edge Autonomy reserves the right to change specifications without notice to Purchaser. Any such changes will apply to future orders only and will not affect orders already accepted by Edge Autonomy. Edge Autonomy makes no warranties, express or implied, about the suitability of its products for any particular purpose, and TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY

DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE FOREGOING DISCLAIMER SHALL NOT AFFECT ANY EXPRESS WARRANTIES SPECIFICALLY SET FORTH IN SECTION 11 OF THESE TERMS AND CONDITIONS. Purchaser is solely responsible for determining the suitability of the products for their intended use and assumes all risks and liability whatsoever in connection therewith.

4. **Purchaser's Property.** If the Purchase Order includes work to be done on property or material supplied by Purchaser, Edge Autonomy shall not be liable for any loss or damage to Purchaser's property during Edge Autonomy's manufacturing process, unless the loss or damage was the result of Edge Autonomy's gross negligence or willful misconduct, and in no event shall Edge Autonomy's liability exceed the documented value of the Purchaser's property in Edge Autonomy's possession (if applicable).
5. **Pricing.** Published prices are subject to change without notice. Failure to object to the price change of a Purchase Order after notice shall be deemed to be acceptance of the price change. Prices are delivered-at-place (DAP) and do not include duty, insurance fees, and export licenses if required. All quoted prices exclude applicable taxes, including, but not limited to, federal, state, local, excise, sales, use, VAT, personal property, or any other similar taxes. VAT is applied at 0% per Article 146 (1) (a) of the EU VAT Directive (2006/112/EC) where applicable. The Purchaser is responsible for compliance with all applicable tax regulations in their jurisdiction(s). Edge Autonomy reserves the right to modify prices upon written notice (email being sufficient) to Purchaser in the event of significant changes in raw material costs, labor costs, or other market conditions affecting Edge Autonomy's cost of performance. Prices quoted are held for 30 days unless quoted otherwise.
6. **Minimum Purchase Order.** \$500.00
7. **Delivery.** Items in stock will be shipped within 10-15 business days from receipt of payment. For items not in stock, an estimated delivery date will be specified upon acceptance of the Purchase Order(s). Lead times commence upon receipt of the Purchase Order(s) (ARO) and are valid during the quotation's validity period. Production scheduling operates on a first-come, first-served basis, and the final production schedule will be confirmed upon receipt of a valid, executed and finalized Purchase Order(s). After acceptance of a Purchase Order, Edge Autonomy will provide an estimated delivery date and will use its best efforts to meet the estimated delivery date. Delivery dates are subject to change if property or material to be supplied by the Purchaser does not arrive by the date mutually agreed to by the parties. Edge Autonomy will notify Purchaser of any anticipated delay in delivery (email being sufficient). Edge Autonomy reserves the right to ship ahead or reschedule unless the Purchaser specifies otherwise. Edge Autonomy

also reserves the right to adjust production timelines due to unforeseen circumstances and will communicate any such changes within a commercially reasonable time period (email being sufficient).

8. **Shipping Terms and Insurance.** Edge Autonomy assures proper packaging and will ship by any method selected by Edge Autonomy unless otherwise specified in the Purchase Order(s). Shipping and handling charges are the responsibility of the Purchaser. Edge Autonomy shipping terms are DAP (delivered-at-place). Any insurance requested shall be prepaid by Purchaser or added to Purchaser's invoice. Edge Autonomy shall not be liable for loss or damage to the goods after delivery of the System to a common carrier.

9. **Export Compliance and ITAR Provisions.**

9.1 **Export Compliance.** Purchaser acknowledges that products, services, and technical data provided hereunder may be subject to export control laws and regulations of the United States, including but not limited to the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"). Purchaser agrees to comply with all applicable export laws and regulations and to obtain any necessary export licenses or other governmental approvals prior to the exportation or re-exportation of the products, services, or technical data. Purchaser further agrees to indemnify and hold harmless Edge Autonomy from and against any claims, damages, losses, costs, expenses, or liabilities arising out of or related to Purchaser's non-compliance with export control laws and regulations.

9.2 **Contingency of Offer.** The offer by Edge Autonomy to sell ITAR-controlled products, services, or technology, and the corresponding delivery schedules, are contingent upon Edge Autonomy obtaining all requisite U.S. government approvals and export licenses. Purchaser acknowledges that any and all delivery timelines are subject to modification based upon the receipt of necessary regulatory approvals.

9.3 **Purchaser Responsibilities.** Purchaser shall provide Edge Autonomy with all necessary end-use, end-user, and destination information in a timely and accurate manner. Purchaser acknowledges that any delays in providing such information may result in delays in delivery timelines and schedules.

9.4 **Conditional Acceptance.** Acceptance of Purchaser's Purchase Order(s) by Edge Autonomy is expressly made conditional on Edge Autonomy's obtaining the required U.S. government export licenses and approvals (if applicable). Edge Autonomy shall not be held liable for any delays or failure to perform that arise from the denial or delay in obtaining such licenses or approvals.

9.5 **Restrictions on Transfers.** Purchaser agrees not to transfer, re-export, or re-transfer any products, services, or technical data that are controlled under ITAR, or any other applicable export control laws, without the prior written authorization

from the U.S. government or as required by applicable law. Purchaser shall ensure that any such authorized transfers comply fully with all relevant export control laws and regulations.

**9.6 Changes and Cancellations.** If the required approvals or licenses are denied, rescinded, or otherwise unattainable, Edge Autonomy reserve the right, in its sole discretion, to modify or cancel the quotation and any associated Purchase Order(s) without incurring any liability towards Purchaser.

## **10. Terms of Payment.**

10.1. Purchase Order(s) for delivery to Purchaser must be fully prepaid in US dollars or Euros unless specified differently in the formal quotation. The exchange rate used for currency conversion shall be the rate published by the European Central Bank on the date of payment. Edge Autonomy only accepts bank wire transfers or ACH of immediately available funds. Any disputed amounts must be reported to Edge Autonomy in writing within five (5) business days of invoice receipt, with detailed explanation of the dispute. Undisputed portions of any invoice must be paid according to the original payment terms.

Late payments shall bear interest at the rate of 1.5% per month (or the maximum rate permitted by applicable law, if lower) from the due date until paid in full. Purchaser shall be responsible for and shall pay all bank transfer or transaction fees incurred or resulting from payment via wire transfer or other payment methods, including but not limited to intermediary bank fees. Such fees shall not be deducted from the amount due to Edge Autonomy. Edge Autonomy reserves the right to suspend deliveries or terminate the agreement if any payment remains overdue for more than thirty (30) days.

10.2. Purchaser shall pay any sales or use tax imposed by a sovereign government, state, or local government, which results from the sale of the System.

**11. Warranties.** Equipment warranty is applicable only when operated and maintained by Edge Autonomy Certified Operators. In the event Certified Operators become unavailable, Seller shall provide emergency certification training within fourteen (14) business days to customer-designated personnel to maintain warranty coverage. All warranties apply only to the first end-user of the product; provided, however, that all certification requirements, operational qualifications, and safety protocols required for the proper operation of the product shall transfer to and be binding upon any subsequent operators or users of the product, regardless of any change in ownership, staffing, or operational control. Notwithstanding the foregoing, all certification requirements, operational qualifications, and safety protocols required for the proper operation of the product shall transfer to and remain binding upon any subsequent operators or users of the product, regardless of any change in ownership, staffing, or operational control. This warranty applies

only to hardware products manufactured by or for Edge Autonomy that can be identified by the Edge Autonomy's trademark, trade name, serial number, or logo affixed to them. The warranty does not apply to any non-Edge Autonomy hardware products or any third-party software, even if packaged, integrated with, or sold with Edge Autonomy hardware. In some cases, manufacturers, suppliers, or publishers, other than Edge Autonomy ("third-party providers") may provide warranties to the end-user purchasers.

**11.1. Octopus ISR Series.** Edge Autonomy warrants Octopus ISR series products to meet or exceed the stated specifications, and to be free from defects in material or workmanship. This warranty shall be valid for one (1) year or Five Hundred (500) hours of powered use (as measured by an internal timer), whichever occurs first, in each case from the time of shipment, under normal use and service. All Octopus ISR series products should be installed and operated on a manufacturer-provided vibration isolator. Warranty shall not be applicable if the gimbal is operated hard mounted.

**11.2. UAV Products.** Are warranted to be free from manufacturing defects and meet written specifications only. This warranty is valid for sixty (60) days from shipment date and is subject to the Return Policy set forth in these Terms and Conditions.

## **12. Warranty Terms and Conditions.**

**12.1.** Purchaser accepts all responsibility for damage and loss caused during the operation of the product. Parts and/or Goods damaged during operation will not be covered by the warranty unless such damage was caused by a manufacturing defect of such Parts and/or Goods by Edge Autonomy. Any flight incident or accident must be reported within 72 hours by Purchaser on an Edge Autonomy incident reporting form and provided together with the requested telemetry files and video files (if applicable) and any other information mentioned in the Edge Autonomy incident reporting form and related to that incident. If the report and information are not provided within the required time Edge Autonomy may decline to provide Warranty service. In the event, Purchaser is found to have provided wrong or modified data, or in any other way information intended to deceive Edge Autonomy, then Edge Autonomy may decline to provide Warranty service.

**12.2.** Edge Autonomy will provide reasonable resources to investigate the incident or accident cause and provide Purchaser with the feedback on the root cause of the incident or accident.

**12.3.** Failure to provide valid telemetry files and requested documents within 72 hours of incident or accident automatically removes Edge Autonomy of any responsibility for the incident or accident.

12.4. In case the incident or accident analysis requires more than five (5) hours of labor from Edge Autonomy, Purchaser agrees to pay for the additional labor at Edge Autonomy's standard labor rate.

12.5. In case the incident or accident was caused by operator error, exceeding the operational limits, operator negligence, or failure to follow the procedures outlined in the product documentation, Purchaser agrees to pay for the investigation at manufacturer's standard labor rate plus any additional expenses such as engineering tests, flight tests, and engine tests.

12.6. Regardless of the root cause of the incident or accident, if the product needs to be sent to Edge Autonomy for the investigation, Purchaser agrees to cover all expenses of shipping the product to Edge Autonomy and from Edge Autonomy. Purchaser also agrees to pay for any packaging expense.

12.7. This warranty does not extend to any product if found that Purchaser did not follow Edge Autonomy's operational and maintenance manuals, which caused or may have caused the incident or accident. Such procedures and manuals include, but are not limited to, maintenance manuals, operating manuals, operator qualifications, and training procedures.

12.8. Edge Autonomy's obligations, with respect to such applicable warranty returns, are limited to, at Edge Autonomy's sole option: (i) repair of the defective System, (ii) replacement of the defective System with a new or refurbished product, or (iii) refund of the purchase price actually paid for the System. Please refer to Return Policy for the applicable return procedure.

12.9. Edge Autonomy shall pay for return shipping costs of items returned under Warranty. If Edge Autonomy determines that the returned items are not eligible for warranty repair, then Purchaser shall be responsible for all shipping costs and all costs of test, evaluation, repairs necessary to complete test and evaluation, and repair or replacement. In case Purchaser would like to expedite the delivery of the items returned under Warranty, Purchaser agrees to pay the difference between the standard and expedited methods.

12.10. Repaired or replaced items shall be warranted for a period which is the greater of either (1) 90 days or (2) the unexpired portion of the original warranty period as of the date of notice to Edge Autonomy of the warranty failure. This warranty does not extend to any product which has been subjected to misuse, abuse, neglect, accident, improper installation, improper operation, use, operation, or exposure to conditions in violation of instructions furnished by Edge Autonomy, or which has been repaired or altered by Purchaser or persons other than Edge Autonomy, or which has been subjected to improper voltages, environmental conditions beyond the item specified performance requirements, improper signals, excessive testing, lifetime testing, accelerated lifetime testing, any testing intended

to test or evaluate the limits of the item's lifetime, or testing or operation exceeding the item product specifications.

12.11. No product shall be deemed defective by reason of normal wear and tear, the impact of "Variables", or Purchaser's failure to properly store, secure, install, operate, or maintain the products in accordance with good industry practices or specific recommendations or instructions of Edge Autonomy.

**Please note:** The specifications of a System may vary from the published specifications, depending on the application of specific factors, including but not limited to, installation methods, mounting and platform characteristics, and operator skills; other equipment used with the Goods; and environmental and actual climatic conditions ("Variables").

### **13. Return Policy.**

13.1. If the System is defective or did not meet Edge Autonomy stated specifications, Purchaser may return the System within 365 days of the shipping date and/or Two Hundred (200) hours of usage, whichever comes first. Prior to the return of the System, Purchaser must obtain a RETURN AUTHORIZATION NUMBER. No System will be processed without a RETURN AUTHORIZATION NUMBER. A Purchaser should then pack the System carefully and return it to Edge Autonomy, freight prepaid, together with an explanatory note and the RETURN AUTHORIZATION NUMBER. The returned System must be in the original package and free of any defect or damage caused by shipping. If Edge Autonomy finds that the System does not meet the specifications set forth herein, Edge Autonomy shall, at its sole option, either refund the purchase price, repair the defect, or replace the System. If Edge Autonomy determines the returned System meets the specifications set forth herein, the System shall be returned to Purchaser, after which Purchaser shall pay all associated expenses, including labor, administrative expenses, shipping, packaging, and handling expenses.

13.2. **UAV Products and Subcomponents (Excluding Penguin B).** Shall not be returned unless they do not meet Purchaser's specifications or contain a manufacturing defect. If the System is defective or did not meet the Purchaser's specifications, Purchaser may return the System within 365 days of shipping date and/or Three Hundred (300) hours of usage, whichever comes first. Prior to the return of the System, Purchaser must obtain a RETURN AUTHORIZATION NUMBER. No System will be processed without a RETURN AUTHORIZATION NUMBER. Purchaser should then pack the System carefully and return it to Edge Autonomy, freight prepaid, together with an explanatory note and the RETURN AUTHORIZATION NUMBER. The returned System must be in the original package and free of any defect or damage caused by shipping. If upon receipt of the System Edge Autonomy determines the System did not meet Purchaser's

specifications or is not free from defect, Edge Autonomy shall, at its sole option, either refund the purchase price, repair the defect, or replace the System.

**13.3. Penguin B.** Shall not be returned unless they do not meet Purchaser's specifications or contain a manufacturing defect. If the Penguin B is defective or did not meet the Purchaser's specifications, Purchaser may return the Penguin B within sixty (60) days of shipping date. Prior to the return of the Penguin B, Purchaser must obtain a RETURN AUTHORIZATION NUMBER. No Penguin B will be processed without a RETURN AUTHORIZATION NUMBER. Purchaser should then pack the Penguin B carefully and return it to Edge Autonomy, freight prepaid, together with an explanatory note and the RETURN AUTHORIZATION NUMBER. The returned Penguin B must be in the original package and free of any defect or damage caused by shipping. If, upon receipt of the Penguin B, Edge Autonomy determines the Penguin B did not meet Purchaser's specifications or is not free from defect, Edge Autonomy shall, at its sole option, either refund the purchase price, repair the defect, or replace the Penguin B.

#### **14. Purchase Order Cancellation Before Delivery.**

**14.1. Cancellation Request.** A Customer must submit a written cancellation request to cancel a Purchase Order after it has been placed but before it has been delivered. This can be done via email, letter, or any other written communication method agreed upon by Edge Autonomy.

**14.2. Timelines and Fees.** Any Purchase Order canceled within five (5) days from the order date will be processed without any additional charges. However, Purchase Orders canceled five (5) days or more after the Purchase Order date will be subject to a restocking fee of twenty (20) percent of the Purchase Order's total cost.

**14.3. Refund Process.** Once a cancellation request has been received and approved, a refund, minus any applicable restocking fees, will be processed. The refund will be applied to the original method of payment used for the purchase. The processing time may vary depending on the payment method and bank involved.

**14.4. Exceptions.** Where the product has been shipped or is in transit, additional shipping or handling charges may apply and will be deducted from the refund amount.

**15. Support Services.** Nothing in these Terms and Conditions shall be construed as requiring Edge Autonomy to provide support services to Purchaser. Edge Autonomy shall provide support services to Purchaser in accordance with a separate agreement.



## **16. Proprietary Rights.**

16.1. Edge Autonomy shall retain all rights, title, and interest in and to all intellectual property rights, including but not limited to patents, copyrights, trade secrets, and know-how, in all technical data and information, whether patentable or not, arising out of or evolving as a result of the manufacture of products meeting Purchaser's specifications, including any improvements, modifications, or derivative works thereof. Purchaser agrees not to assert against Edge Autonomy any patent rights the scope of which is included within the manufacture of products delivered hereunder by Edge Autonomy, and which relate to an invention made by or for Purchaser on a date subsequent to the date of delivery of the product to Purchaser. Purchaser represents and warrants that any specifications, designs, or requirements provided by Purchaser to Edge Autonomy shall not infringe on the proprietary rights of third parties.

16.2. **Prohibitions.** Purchaser is hereby, without limitation, prohibited from (a) manufacture or enable manufacture by itself or any third party of the products or parts thereof, products similar thereto, or products derived therefrom; (b) decompile, disassemble, decode, reproduce, redesign, or reverse engineer any samples, prototypes, software, data interfaces, products, equipment or other tangible objects or any part thereof provided hereunder; (c) perform any services relating to the products or equipment purchased; (d) apply for any patents or copyright registrations containing the "Proprietary Information" to design, manufacture, repair or overhaul products, or parts therefor, to reverse engineer such products or parts, to compare such products or parts to those other than Edge Autonomy's or to design products or parts similar to Edge Autonomy's or to obtain FAA Parts Manufacturer Approval or other governmental approval to manufacture such products or parts, without Edge Autonomy's expressed, prior written consent.

16.3. **No Modification and System Enhancements.** Purchaser shall not modify, enhance, or otherwise create derivative works of the product or related subsystems, assemblies or subcomponents not expressly provided for in the product manuals and interface control documents, without prior written approval of Edge Autonomy. Any system modifications, upgrades, or enhancements developed or implemented shall be owned exclusively by Edge Autonomy and will be integrated into Edge Autonomy's baseline system architecture and design. Such modifications shall not be provided as a separate or exclusive product variant to any party unless explicitly agreed to by Edge Autonomy in writing. Purchaser hereby assigns all rights, title, and interest in any such modifications to Edge Autonomy.

## **17. Limitation of Liability.**

17.1. Edge Autonomy shall not be liable for consequential (to include lost profits and business interruption), incidental, special, or punitive/exemplary damages

alleged to arise from, or relate to the deliverables and/or this contract however or whenever caused. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Notwithstanding the foregoing, Edge Autonomy's cumulative liability (if any) to Purchaser for all claims of direct damage of any kind resulting from Edge Autonomy's performance or breach of this contract or from the deliverables furnished hereunder, including any procurement costs incurred as a result of a default, shall not exceed the total purchase price paid by Purchaser for the specific product(s) giving rise to the claim under this Contract. This limitation shall not apply to claims arising from Edge Autonomy's gross negligence, willful misconduct, or claims for bodily injury or death. This limitation applies regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

17.2. Purchaser shall be solely responsible for the operation of the product in accordance with all applicable federal, state, and local laws and regulations, including but not limited to those related to unmanned aerial vehicle systems, flight operations, airspace restrictions, privacy, data collection, and export control. Purchaser shall indemnify, defend, and hold harmless Edge Autonomy, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, fines, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to Purchaser's failure to comply with such laws and regulations, or from Purchaser's use, operation, or modification of the products.

17.3. Notwithstanding any provision to the contrary herein, Edge Autonomy shall not be liable for indirect, special, incidental, consequential, or punitive damages, including but not limited to loss of profits, loss or corruption of data, loss of use, or interruption of business, arising out of or in connection to any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, information, or other communications maintained or transmitted by the products, except to the extent such damages result from the gross negligence or willful misconduct of Edge Autonomy.

**18. Indemnification for Intellectual Property Infringement.** The Purchaser shall indemnify, defend, and hold harmless Edge Autonomy against any and all claims, damages, fines, penalties, liabilities, costs, and expenses (including reasonable

attorneys' fees) arising out of or relating to any claim that the specifications, designs, or requirements provided by the Purchaser to Edge Autonomy infringe the intellectual property rights of a third party. Edge Autonomy shall provide prompt written notice (email being sufficient) of any such claim and shall allow the Purchaser to control the defense and settlement of the claim; provided that, the Purchaser shall not settle any claim in a manner that admits liability or fault on the part of Edge Autonomy without Edge Autonomy's prior written consent.

**19. Confidentiality Obligations.** The Purchaser agrees to maintain the confidentiality of all proprietary information received from Edge Autonomy. Proprietary information includes, but is not limited to, technical data, trade secrets, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information ("Proprietary Information"). The Purchaser agrees not to use any Proprietary Information for any purpose outside the scope of these Terms and Conditions or disclose Proprietary Information to any third party without the prior written consent of Edge Autonomy. This confidentiality obligation shall survive the termination or expiration of any agreement, Purchase Order, and these Terms and Conditions for a period of five (5) years. The Parties shall comply with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Each Party shall (i) implement appropriate technical and organizational measures to ensure the security of Personal Data; (ii) process Personal Data only in accordance with applicable laws and the documented instructions of the data controller; (iii) assist the other Party in fulfilling its obligations under applicable data protection laws; and (iv) enter into additional data processing agreements as required by applicable law. These data protection obligations shall survive indefinitely, except for trade secrets which shall be maintained as confidential for so long as they qualify as trade secrets under applicable law.

**20. Product Recall Clause.** In the event of a product recall initiated by Edge Autonomy, the Purchaser shall cooperate fully with Edge Autonomy in the execution of the recall, including, but not limited to, the return of any products subject to the recall. Edge Autonomy shall bear the cost of the recall, including shipping, replacement, and repair of the recalled product, unless the recall is due to the Purchaser's specifications, designs, or requirements, in which case the Purchaser shall be responsible for such costs.

**21. Retention of Title Clause.** Title to and ownership of the products shall remain with Edge Autonomy until such time as full payment for the products has been received by Edge Autonomy. In the event of Buyer's bankruptcy, insolvency, receivership, or similar proceedings, whether voluntary or involuntary, or in the event of any proceedings for Buyer's dissolution or liquidation, Edge Autonomy shall have the right to: (i) immediately reclaim and take possession of any unpaid products; (ii)

terminate any further deliveries; and (iii) terminate this agreement. This title retention provision shall be deemed a security interest under applicable law and Edge Autonomy shall have the right to file any financing statements or other documents to perfect its security interest in the products. Upon full payment, title to the products shall pass to the Purchaser. Until title to the products passes to the Purchaser: (a) the Purchaser shall hold the products as fiduciary agent and bailee for Edge Autonomy; (b) shall keep the products separate from those of the Purchaser and third parties; (c) shall properly store, protect, and insure the products; (d) shall identify the products as Edge Autonomy's property; and (e) shall not pledge, encumber or otherwise use the products as collateral. Edge Autonomy reserves the right to repossess the products if full payment is not received when due.

**22. Software Licensing and Restrictions.** The "Software" (meaning any and all computer programs, applications, code, algorithms, and other software in object code or source code form, including any updates, modifications, or enhancements thereto, provided by Seller to Purchaser under this Agreement) provided hereunder is licensed, not sold, to the Purchaser for use only under the terms of this license. The Purchaser is granted a non-exclusive, non-transferable, revocable license to use the software, including any updates and patches provided by Seller at its sole discretion, solely in connection with (i) the products provided under these Terms and Conditions and (ii) third-party products that are explicitly approved in writing by Seller for use with the products for the duration of this Agreement, unless earlier terminated as set forth herein. The Purchaser agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the software, except to the extent such restrictions are prohibited by applicable law. Any such permitted decompilation shall be done solely for the purpose of achieving interoperability with independent software and only if Edge Autonomy has not made such information available within a reasonable time upon written request. The Purchaser further agrees not to modify, rent, lease, loan, distribute, or create derivative works based on the software or the products, except as expressly authorized by Edge Autonomy in writing. Edge Autonomy may terminate the software license immediately upon written notice if Purchaser breaches any terms of this license. Upon termination or expiration of this Agreement or the software license: (a) all rights granted to Purchaser shall immediately cease; (b) Purchaser shall promptly cease all use of the software; and (c) Purchaser shall delete or destroy all copies of the software in its possession and certify such deletion or destruction in writing to Edge Autonomy. Edge Autonomy shall provide software updates and maintenance in accordance with its standard support policy, which may be modified from time to time. Edge Autonomy is not obligated to provide custom modifications or enhancements to the software. Technical support and maintenance services may be subject to additional fees as specified in Edge Autonomy's then-current fee schedule.

- 23. Change of Control Clause.** In the event of a change of control of the Purchaser, including, without limitation, through a merger, acquisition, or sale of substantially all its assets, Edge Autonomy shall have the right, in its sole discretion, to either (i) terminate any agreement or Purchase Order upon thirty (30) days' written notice to the Purchaser, during which period Purchaser may complete any pending orders placed prior to such notice, or (ii) require Purchaser to renegotiate the terms of the applicable agreement and/or Purchase Orders to reflect the new control structure. If the parties cannot agree on revised terms within sixty (60) days of Edge Autonomy's request for renegotiation, Edge Autonomy may terminate the applicable agreement and/or Purchase Orders immediately upon written notice.
- 24. Notice.** All notices and requests required or authorized under these Terms and Conditions shall be given in writing and shall be deemed given (i) when delivered personally, (ii) when sent by confirmed electronic mail with a copy sent by another means specified in this section, (iii) three (3) business days after having been sent by certified mail, return receipt requested, or (iv) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt. All communications shall be sent to the addresses set forth below or to such other address as may be designated by a party by giving written notice to the other party pursuant to this section.

**Notice to Edge Autonomy**

**Notice to Purchaser:**

Edge Autonomy Operations, LLC

\_\_\_\_\_

c/o Stefanie Polk

\_\_\_\_\_

170 Jetplex Blvd SW, Suite E

\_\_\_\_\_

Huntsville, AL 35824

\_\_\_\_\_

Mobile: +1 (256) 361-6926

Phone: \_\_\_\_\_

Email: [spolk@edgeautonomy.io](mailto:spolk@edgeautonomy.io)

Email: \_\_\_\_\_

- 25. Insurance.** Purchaser shall purchase and maintain, at its own expense, comprehensive general liability insurance with minimum coverage of \$5,000,000 per occurrence and \$10,000,000 in the aggregate, including product liability coverage and aviation liability coverage with war risk and terrorism endorsements, for all products purchased from Edge Autonomy. Such insurance shall (i) name Edge Autonomy as an additional insured, (ii) be primary and non-contributory with respect to any insurance maintained by Edge Autonomy, (iii) include a waiver of subrogation in favor of Edge Autonomy, and (iv) provide for thirty (30) days' written notice to Edge Autonomy prior to any cancellation or material change in coverage.

Purchaser shall provide Edge Autonomy with certificates of insurance evidencing such coverage prior to delivery of any products and annually thereafter.

26. **Security Interest.** Edge Autonomy shall retain a security interest in the products and any proceeds thereof until full payment has been received ("Full Payment"). Full Payment means receipt by Edge Autonomy of all amounts due under the applicable purchase order(s), including any disputed amounts that have been finally resolved between the parties or by a court of competent jurisdiction. The Purchaser agrees to (i) execute and deliver any documents necessary to create, perfect, and maintain such security interest, including UCC-1 financing statements, (ii) not relocate, sell, lease, or otherwise transfer the products without Edge Autonomy's prior written consent until Full Payment is made, and (iii) maintain the products in good condition and keep them free from any other liens or encumbrances until Full Payment is made. Edge Autonomy shall have all rights and remedies of a secured party under the Uniform Commercial Code. Within five (5) business days of receiving Full Payment, Edge Autonomy shall (a) release its security interest in the applicable products, (b) file a UCC-3 termination statement terminating any related UCC-1 financing statements, and (c) execute and deliver to Purchaser any other documents reasonably necessary to evidence such release.
27. **Governing Law and Dispute Resolution.** These terms shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provisions. Any dispute, controversy, or claim arising out of or relating to these terms, including the formation, interpretation, breach, or termination thereof, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Wilmington, Delaware. The arbitration shall be conducted by a single arbitrator. The arbitrator's decision shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction thereof. In the event of any arbitration or other proceeding arising out of or relating to these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable and documented attorneys' fees and costs, including expert witness fees and costs of appeal, if any.
28. **Governing Language.** These Terms and Conditions and all related documents shall be written and interpreted in English. In the event of any conflict between the English version and any translation into another language, the English version shall control.
29. **Waiver.** No failure or delay by Edge Autonomy in exercising any right, power, or privilege under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by Edge

Autonomy must be express and in writing signed by an authorized representative of Edge Autonomy. No waiver by Edge Autonomy of any breach by Purchaser shall be deemed a waiver of any subsequent breach of the same or any other provision.

30. **Severability.** If any provision specified herein is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision herein or invalidate or render unenforceable such provision in any other jurisdiction. The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely approximates the original intent of the parties.
31. **Force Majeure.** Edge Autonomy, including its affiliates, shall not be liable for any failure or delay in the delivery of goods, performance of services, or other obligations under this quotation caused by a *Force Majeure Event* (as defined below). A “Force Majeure Event” means any event or circumstance beyond the reasonable control of Edge Autonomy and/or its affiliates, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, cyberattacks, pandemics, or any actions, changes, or delays by the U.S. government or other regulatory authorities impacting export licensing, including but not limited to those under ITAR, EAR, or similar export control laws and regulations. Edge Autonomy shall promptly notify Purchaser in writing of any Force Majeure Event, including reasonable details of the event, its expected duration, and potential impact on performance. Edge Autonomy and/or its affiliate’s obligations under this quotation, including delivery timelines, shall be suspended for the duration of the Force Majeure Event, and any timelines or terms provided herein shall be extended accordingly. During the Force Majeure Event, Edge Autonomy shall use commercially reasonable efforts to mitigate its effects and keep Purchaser informed of progress in resolving the situation. Edge Autonomy and/or its affiliates reserve the right, at their sole discretion, to allocate available resources and inventory among their customers in a commercially reasonable manner. If a Force Majeure Event renders performance impracticable or impossible for a period exceeding sixty (60) days, Edge Autonomy and/or its affiliates may withdraw or modify this quotation without liability, provided that Edge Autonomy has made reasonable efforts to overcome or work around the Force Majeure Event. Purchaser remains responsible for any costs or obligations incurred up to the date of withdrawal or modification.
32. **Paragraph Headings.** The headings to the paragraphs herein are inserted for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.
33. **Survival of Terms.** Notwithstanding the expiration or termination of any terms or provisions herein for any reason, the provisions regarding confidentiality, indemnification, limitation of liability, intellectual property rights, warranty

obligations, payment obligations, insurance requirements, dispute resolution, governing law, and any other provisions which by their nature should survive or which are expressed to survive termination, shall remain in full force and effect according to their terms. All payment obligations accrued prior to termination shall also survive.

34. **Entire Agreement.** These Terms and Conditions, including all exhibits and schedules hereto (if applicable), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions between the parties, whether oral or written. No statements, promises, or inducements made by any party, or any agent or employees of either party, which are not contained herein shall be valid or binding. These Terms and Conditions may not be amended, modified, or supplemented except by a written instrument duly executed by authorized representatives of both parties.