

## STANDARD TERMS AND CONDITIONS OF SALE

1. **Applicability.** These Terms and Conditions of Sale (“Terms”) apply to the purchase of Seller’s products and services (collectively the “Products”). As used herein: (1) “Seller” means Ubicquia LLC, its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders, employees and contractors; (2) “Buyer” means the purchasing individual or entity as identified in the Sales Order; and (3) “Purchase Order” means the purchase order, electronic order or any other order submitted by Buyer. By submitting a Purchase Order, Buyer accepts and agrees to be bound by these Terms in their entirety. These Terms and the sales order issued by Seller in response to Buyer’s Purchase Order (the “Sales Order”) comprise the entire agreement between the Buyer and Seller (collectively the “Agreement”). This Agreement shall take precedence over any terms and conditions contained in Buyer’s Purchase Order or other similar form or in any documentation incorporated by reference in Buyer’s Purchase Order. No other terms, conditions or warranties shall be valid if not included in this Agreement, and no other agreement or understanding, oral or written, in any way purporting to modify this Agreement shall be binding on Seller. Neither Seller’s subsequent lack of objection to any terms, nor the delivery of the Products, shall constitute an agreement by Seller to any terms inconsistent with this Agreement. In the event of any conflicting terms between these Terms and the Sales Order, the terms of the Sales Order shall prevail.

2. **Orders.** Acceptance of any Purchase Order is subject to credit approval by Seller and acceptance of the Purchase Order by Seller. No Purchase Order, whether or not submitted in response to a quotation by Seller, shall be binding upon Seller until Seller has accepted such Purchase Order by issuing a Sales Order. Purchase Orders must be signed by a duly authorized representative of Buyer and shall be sent to Seller’s appointed representative. Provided the Purchase Order is acceptable, Seller will issue a Sales Order within seven (7) calendar days from receipt of the Purchase Order. Notwithstanding any dates specified in a Purchase Order, all purchase orders are subject to Seller’s standard lead-times then in effect.

3. **Price.** The prices of the Products (including any discounts) are those prices specified in the Sales Order. Price quotations shall automatically expire in ninety (90) calendar days from the date issued, or as otherwise stated in the quotation. Unless provided otherwise, all currency stated shall be in U.S. Dollars. All prices are exclusive of any freight, shipping and handling, insurance, federal, state or local taxes, fees and duties, or any other similar amounts, all of which shall be at Buyer’s exclusive cost. Any taxes, including without limitation sales, use or similar tax applicable to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller’s net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will pay Seller the amount of the tax and any penalties and interest related thereto.

4. **Payment Terms.** Unless provided otherwise in the Sales Order, a fifty percent (50%) deposit (as specified in the Sales Order) is due within thirty (30) calendar days from issuance of the Sales Order. The remaining balance is due within thirty (30) calendar days from issuance of Seller’s final invoice, which shall be issued upon shipping. Such invoice will include any unbilled amounts, including without limitation, costs listed in Section 3 above. Payments shall not be subject to offset or setoff. Acceptance of partial payment by Seller shall not be a waiver of the right to be paid the remainder due. If Seller, in its sole discretion, determines that Buyer’s ability to pay or credit becomes unsatisfactory or it has reasonable grounds for to be insecure as to payment, Seller reserves the right upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate this Agreement with no liability to Seller. In addition to all other remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend shipment of any Products until any past due amounts are received. Seller reserves the right to charge interest on all overdue accounts from the payment due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, plus all costs associated with the collection of such overdue accounts (including, without limitation, attorneys’ fees). Seller shall have, and Buyer hereby grants to Seller, a security interest in all Products and all proceeds therefrom until such time as the entire purchase price is paid in full to Seller.

5. **Cancellation.** Once shipped, all sales are final and subject to Seller’s Warranty, return and exchange policies. Buyer may cancel an order without any penalty within two (2) business days of placing a Purchase Order (the “Grace Period”). Any order cancelled after the Grace Period shall be subject to the following cancellation and restocking fee: (i) 50% of the deposit for any orders cancelled within four (4) weeks after the Grace Period; and (ii) 100% of the deposit for any order cancelled after four (4) weeks from the Grace Period and up to ten (10) calendar days from the expected shipping date. No cancellation will be allowed any time

after ten (10) calendar days prior to the expected shipping date. Notwithstanding the foregoing, Buyer shall remain liable for any cost and out-of-pocket expenses incurred by Seller due to the cancellation.

6. **Equal Functionality.** While Seller intends to provide parts in accordance with original design requirements, Seller reserves the right to make part or product substitutions, provided that such substituted part or product has equal functionality as the item it replaces.

7. **Delivery & Title.** All deliveries shall be Ex Works (Incoterms 2010) Seller (or Seller agent/manufacturer) plant or warehouse. Subject to Seller’s security interest pursuant to Section 1 above, title and risk of loss shall transfer to Buyer upon delivery, which shall be deemed to occur upon tendering of the Products to the carrier. Shipping dates will be specified by Seller in Sales Order and are subject to Seller’s current shipping schedule. Shipping dates are estimates only and shall not constitute a binding commitment on Seller’s part. Seller shall not be liable for any loss, damages or penalty resulting from any delayed shipment or for failure to perform due to causes beyond the reasonable control of Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an order does not entitle Buyer to cancel other ordered Products except as pursuant to terms of the cancellation policy stated in Section 5 above. Unless specified otherwise in the Sales Order, Buyer is responsible for all shipping and handling, and insurance costs. Buyer is liable for any cost and out-of-pocket expenses incurred by Seller as a result of delayed shipment attributable in whole or in part to Buyer. Buyer must request any delay of shipment in writing. Any request to delay a shipment beyond thirty (30) days must be pre-approved in writing by Seller and may result in additional storage fees.

8. **Intellectual Property.** Buyer acknowledges and agrees that Seller has and retains an interest in certain “Intellectual Property” associated with the Product(s), which Intellectual Property may include or, as the case may be, take one or more forms of: inventions, information, technical data and/or drawings, copyrights and applications therefore, patents and applications therefore, trademarks and applications therefore, know-how, trade secrets, and other related tangible and intangible intellectual property and proprietary rights throughout the world. All right, title and interest to said Intellectual Property remains with Seller unless otherwise affirmatively and expressly granted to another entity in writing in another agreement, and Buyer agrees it shall not, and it shall not attempt to, and it shall not direct or permit anyone else to, and it shall not direct or permit anyone else to attempt to, directly or indirectly: (i) copy, reverse engineer, decompile, translate, decrypt, disassemble, or circumvent any of the Product(s) or parts thereof; (ii) modify, adapt, or create derivative works of the Product(s) or documentation; (iii) remove, modify or conceal any product identification, copyright, confidential, proprietary or intellectual property notices or other marks; (iv) use the Product(s) in violation of any third party rights, or any local, state, national, or international law, rule or regulation; or (v) directly or indirectly violate or infringe any patent, license or other right of Seller pertaining to any of said Product(s).

9. **Software & SaaS Services.** All software and SaaS Services are provided subject to Seller’s standard license agreements located at [\[insert hyperlink\]](#), the terms of which are incorporated herein by reference as if fully set forth herein. Additional SaaS Agreements may be executed between the parties. In the event of any conflict between these Terms and the terms of a SaaS Agreement entered into between the parties, the terms of the SaaS Agreement shall prevail.

10. **SIM Card; Connectivity & Data Usage.** To the extent that Buyer is supplying SIM cards for use with the Products, Seller’s standard lead time will begin upon receipt of such SIMs by or on behalf of Buyer. Any delay in Seller’s receipt of the SIM cards will result in delayed shipment of the Products. Seller shall not be responsible or liable for any costs or otherwise associated with any services or SIM cards provided by Buyer’s mobile carrier. Each of Seller’s products and services are programed to establish standard connectivity and regular node check-ins (“Standard Usage”). Buyer acknowledges and agrees that any changes to the Standard Usage made by or at the direction of Buyer, or the use of additional sensors or third party applications may increase airtime and result in data overages and/or additional fees.

11. **Limited Warranty.** Seller warrants that from the date of shipment and for a period as indicated on the specific product warranty, or such extended period as purchased by Buyer and specifically indicated on the Sales Order ( the “Warranty Period”), any hardware product purchased by Buyer will be free from defects in material and workmanship under normal use and operation for its intended purpose (“Warranty”). Buyer must send any Warranty claim to Seller in writing, promptly upon discovery of the defective or non-conforming product and, in any event, within the Warranty Period. Seller shall, in its sole discretion, either repair or replace the nonconforming hardware. Seller’s sole and exclusive obligation and liability under this Warranty is to repair or replace (at Seller’s discretion) any hardware that fails to conform to this Warranty

during the Warranty Period. Such obligation shall be Buyer's sole remedy under this Warranty. The Warranty Period of any repaired or replaced hardware shall not extend beyond its original term. The Warranty does not apply if the hardware (i) has been repaired, altered, modified in any manner, or an addition made thereto, by persons other than Seller or its authorized representatives, or as approved by us in writing; (ii) has been damaged as the proximate cause of use with a non-Seller product; (iii) has been damaged due to a natural disaster; (iv) has been subject to misuse, abuse, improper handling, alterations, modifications or repairs by Buyer or other third parties' negligence, abnormal or unusual physical environmental, electromagnetic or electrical stress, including lightning strikes, or accident; (v) has been damaged or impaired as the proximate cause of use with third party hardware, software or firmware; (vi) has not been properly installed, stored, handled, operated or maintained; or (vii) is not Seller's part or product. Prior to accepting any Warranty claim, Seller reserves the right to determine if the reported problem is hardware, power or network related.

Buyer may not return any Products, under warranty claim or otherwise, without first reporting to Seller the reasons for such return and obtaining Seller's prior approval therefor, and then observing such reasonable instructions as Seller may give in authorizing any return. All claims must be sent to [support@ubicquia.com](mailto:support@ubicquia.com). To the extent the Product is eligible for warranty repair or replacement, Seller shall be responsible for shipping and handling fees associated with any such Product; otherwise Buyer is responsible for risk of loss, shipping and handling fees associated with any returned Products.

SELLER DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SELLER'S PRODUCTS OR SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER WARRANTIES. BUYER ACKNOWLEDGES THAT NEITHER SELLER OR SELLER'S THIRD-PARTY PROVIDERS CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES, INCLUDING THE INTERNET, AND SELLER'S PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATION FACILITIES. SELLER'S AND SELLER'S THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, DELIVERY FAILURES, DATA LOSS, LOSS OF PROFIT, LOSS OF USE OR OTHER DAMAGE RESULTING FROM ANY OF THE FOREGOING INCLUDING ACTS OF GOD. IN ADDITION, SELLER DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE ERROR-FREE OR THAT OPERATION WILL BE UNINTERRUPTED.

12. **Indemnification.** Buyer will defend, indemnify, and hold harmless Seller from and against any losses, expenses (including reasonable attorneys' fees), claims and liability arising out of or occurring in connection with (i) the gross negligence or willful misconduct of Buyer, its employees or agents; (ii) any misuse or unauthorized modification of the Product(s) by Buyer, its employees or agents; (iii) any act (or failure to act) by Buyer, its employees or agents in contravention of any safety procedures or instructions provided by Seller; or (iv) the failure to store, install, operate, or maintain the Product(s) in accordance with Seller's instructions. Seller will defend, indemnify, and hold harmless Buyer from and against any losses, expenses (including reasonable attorneys' fees), claims and liability arising out of or occurring in connection with the gross negligence or willful misconduct of Seller.

13. **Service & Support.** All service and support requests shall be sent to [support@ubicquia.com](mailto:support@ubicquia.com).

14. **Confidentiality.** All non-public, confidential or proprietary information of Seller, including but not limited to specifications, designs, plans, drawings, pricing, discounts or rebates, data, and other documents Seller discloses to Buyer, whether in writing or orally, electronically or other form or media and regardless whether marked, designated or otherwise identified as "confidential," or "proprietary," in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. Buyer will promptly return, upon Seller's request, or destroy, upon Seller's request, all documents and other materials received from Seller. Seller will be entitled to injunctive relief for any violation of this Section 15, without having to post bond or establish the insufficiency of a remedy at law. This Section does not apply to any information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOST GOODWILL, COST OF PURCHASED OR REPLACEMENT PRODUCTS, CLAIMS FOR SERVICE INTERRUPTIONS, IMPAIRMENT OF OTHER ASSETS, OR OTHERWISE, AND IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. TO THE FULLEST EXTENT

PERMITTED BY LAW, IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods, and any rules of private international law or the conflict of laws that would lead to the application of any other laws). Any dispute arising under or relating to the Agreement or the transactions contemplated therein shall be litigated in the state or federal courts of Brevard County, Florida. Buyer voluntarily and irrevocably submits to the jurisdiction of such courts in any action or proceeding and hereby waives any objection it may now or hereafter have to venue or to convenience of forum. Buyer and Seller hereby knowingly and willingly waive their right to trial by jury.

17. **Trade Compliance.** Seller's Products and technology are subject to U.S. and local export control laws and regulations. Buyer agrees to ascertain and comply with all applicable export and re-export laws and regulations, including without limitation any U.S. export and re-export controls and economic sanctions, regulations and restrictions. In addition, Buyer will review and comply with any applicable national export compliance laws and regulations in Buyer's home country that may impact the importation of the sale of the Products to Buyer. Buyer shall obtain all permits, authorizations or licenses necessary to perform its obligations hereunder. Customs duties, taxes, tariffs, import fees, premiums or other surcharges (if any) shall be paid by Buyer.

18. **Force Majeure.** Seller shall not be liable for any default or delay in performance if caused directly or indirectly by acts of God, war, force or arms, riots, revolution, strikes, labor disputes, sabotage, civil commotion, pandemic, national health crisis, fire, flood, assertions by third parties of infringement claims, late or non-delivery by suppliers to Seller, lack of adequate production capacity, failure or delay in plant start-up, breakdown of machinery or shortages of raw materials, power, or equipment, local, federal, or foreign governmental prohibitions or limitations on performance, and all other contingencies beyond the reasonable control of Seller which render performance commercially impracticable.

19. **Miscellaneous.**

- a. **Independent Contractors.** Nothing contained herein shall create a partnership, joint venture or other relationship. Neither Buyer or Seller shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- b. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
- c. **Assignment.** Neither this Agreement nor any right or obligation under this Agreement may be assigned by a party without the other's prior written consent, such consent not to be unreasonably withheld or delayed. Any attempted assignment shall be void and of no effect. Notwithstanding the foregoing, Seller may freely assign this Agreement or any of its rights or obligations to any corporation, firm, company or other entity that directly or indirectly controls, or is controlled by, or is under common control with Seller.
- d. **Notices.** All notices shall be in writing and to the addresses set in the sale order. Notices shall be deemed to have been given (i) one day after deposit with a commercial overnight express courier, or (ii) 5 days for international express courier with written verification of receipt.
- e. **Survival.** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of this Agreement will continue in full force and effect after such termination, expiry or completion.
- f. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties, and no other terms and conditions, whether oral or written, shall have any force and effect unless agreed to in writing by Seller.
- g. **Amendment.** These Terms may be amended or supplemented only by a separate, signed agreement expressly amending or supplementing one or more of these terms and conditions and signed by a duly authorized representative of Seller and Buyer.