

General Terms and Conditions for the Sale and Lease of the Mighty MUOOS™ and Seller Services

W5 Technologies, Inc is an Arizona based Company (“**Seller**”) which sells and leases the World’s first and only MUOS (Mobile User Objective System) simulator. The Mighty MUOOS™ (“**MUOOS**” “**Equipment**,” or “**Simulator**”) allows customers to train MUOS in a classroom setting. Capitalized Terms are defined in the body of the Terms or may be found in Section 1.

1. Definitions and Explanations.

- (a) “Agreement” means, collectively, these General Terms and Conditions and the applicable Sales Confirmation, including all Exhibits, attachments, and amendments thereto, each of which is incorporated herein by reference.
- (b) “Authorized Representative” means the person authorized by Buyer or Seller to administer and/or agree to these terms and who has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements if necessary.
- (c) “Buyer” means the individual, company, governmental entity, or other legal person purchasing, leasing, or otherwise acquiring the acquiring the Equipment and/or Services from Seller, as identified in the applicable Sales Confirmation, including its successors and permitted assigns.
- (d) “Buyer Policies” means any general terms and conditions of purchase, procurement policies, standard forms, or other contractual documents issues by Buyer, whether in printed, electronic, or oral form, including any purchase orders acknowledgement, or similar instruments, regardless of whether such documents are signed by Seller.
- (e) “Classified” means any information or material, regardless of physical form or characteristics, that is owned by, produced or for, or under the control of the United States Government, and determined pursuant to Executive Order 13526, December 29, 2009 (75 Federal Register 707, January 5, 2010) or prior orders to require protection against unauthorized disclosure, and is so designated as “Confidential,” “Secret,” or “Top Secret.” See Federal Acquisition Regulation (FAR) 52.204-2, Security Requirements.
- (f) “DD254” means the Department of Defense Contract Security Classification Specification form, used to convey security requirements, classification guidance, and handling procedures for classified contract performance.
- (g) “Delivery Point” means the location specified in the Sales Confirmation for delivery of the Equipment, or as otherwise agreed in writing by the parties.
- (h) “Equipment” means the “MUOS (Mobile User Objective System) simulator” and “Mighty MUOOS™ “MUOOS” including hardware, embedded software, accessories, technical data, and documentation provided in the Sales Confirmation.
- (i) “Impacted Party” means the Party whose performance is delayed or prevented due to a Force Majeure Event.
- (j) “Laws” means all applicable laws, statutes, regulation, codes, bulletins, and notices whether domestic or foreign, as in effect from time to time.
- (k) “Sales Confirmation” means the written document, quotation, proposal, or other confirmation used by Seller that specified the Equipment and/or Services to be

provided to Buyer, together with any applicable pricing, quantities, delivery terms, specifications, and other transaction-specific terms, all of which are incorporated into and made part of the Agreement.

- (l) “Seller” means the party providing the Equipment and/or Services under the Agreement, including its parents, subsidiaries, affiliates, employees, officers, directors, agents, subcontractors, and authorized representatives.
- (m) “Services” means any and all work, labor, maintenance, training, installation, integration, technical support, consulting, or other services provided by Seller to Buyer under the Agreement, whether performed on-site, remotely, or through third-party providers engaged by Seller.
- (n) “Simulator” means the MUOOS Mobile User Objective System simulator, including all physical hardware, software, firmware, operating systems, databases, user interfaces, design features, and any related manuals documentation, and updates provided by Seller, whether delivered as stand-alone unit or integrated with other Equipment.
- (o) “Software” means any software, firmware, code, or other programming, whether embedded in the Equipment, bundled with the Equipment, or provided separately by Seller, including all updates, upgrades, modification, and related documentation.
- (p) “Proprietary Information” means information disclosed by the Seller or Buyer (each, a “Disclosing Party”) to the other (the “Receiving Party”), whether or not such information is marked as proprietary.

2. Applicability.

(a) These General Terms and Conditions for the Sale of Equipment and Services (these “**Terms**”) solely govern the sale or lease of the Simulator and any services (“**Services**”) by and between Seller (“**Seller**”) and the Buyer (“**Buyer**”) named on the purchase order or confirmation between the parties (“**Sales Confirmation**”). In the event there is another written agreement or set of terms between Seller and Buyer these Terms shall prevail irrespective of what the Buyer’s purchase order or Buyer Policies say.

(b) The accompanying Sales Confirmation and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer Policies general terms and conditions of purchase, (“**Buyer Policies**”), regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's Policies and does not serve to modify or amend these Terms. In the event that the Buyer Policies contain language that specifically disclaims, rejects or objects to these Terms, then to the extent that the Buyer Policies and these Terms can be read together they shall be, otherwise the most specific provision shall govern. Notwithstanding the foregoing, in no event shall Buyer’s Policies override the Product Specifications, Product Identification, Delivery of the Equipment and Performance of Warranty Services, Title and Risk of Loss, Resale Provisions, the Standard Warranty of Seller during any warranty period, or Mediation.

(c) Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time, change its Products and Services without the consent of Buyer, provided

that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

(d) Seller may also amend or change these Terms at any time in its sole discretion.

3. Product Identification and Specifications.

(a) Equipment covered include all MUOOS models and the additional Maintenance Plus contract, as detailed in the Exhibit A attached to these Terms.

(b) Specifications for each product are included in Exhibit A, which forms an integral part of these Terms.

4. Delivery of Equipment and Performance of Warranty Services.

(a) The Equipment will be delivered within the estimated delivery window provided with or within a reasonable time after the receipt of Buyer's Sales Confirmation, subject to availability. Risk of loss shall remain with Seller until the Equipment is delivered to Buyer at the Delivery Point. Seller shall not be liable for delivery delays caused by events beyond its reasonable control but shall remain responsible for loss or damage in transit until delivery is complete.

(b) Seller shall deliver the Equipment to Seller's Delivery Point using Seller's standard methods for packaging and shipping such Equipment. Shipping to the Delivery Point is included in the purchase price. Seller may ship partial orders provided it notifies Buyer in advance in written communication.

(c) Buyer shall take delivery of the Equipment immediately on Seller's written notice that the Equipment has been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Equipment at the Delivery Point. Please note Buyer must have a non-stackable lift gate to accept the delivery.

(d) If for any reason Buyer fails to accept delivery of any of the Equipment at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Equipment shall pass to Buyer; (ii) the Equipment shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Equipment until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance). Seller shall not be obligated to store the Equipment for more than thirty (30) days, after which time Seller may, at its discretion, dispose of or resell the Equipment without liability to Buyer, and without prejudice to any other rights or remedies available to Seller under this Agreement or applicable law.

(e) Seller shall use reasonable efforts to meet any performance dates to deliver the Equipment or render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

(f) With respect to the Services, Buyer shall: (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office

accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) promptly respond to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement specifically if the Simulator is placed in a setting that is Classified, Buyer must provide a form DD254 to Seller so Seller may service the Equipment; (iii) provide such customer materials or information as Seller may reasonably request and Buyer considers reasonably necessary to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. Shipping Terms. The cost of shipping is included in the cost of the Equipment. Delivery of the Equipment shall be made FOB Delivery Point, meaning the title to and risk of loss for the Equipment shall pass to Buyer when the Equipment is delivered to the Delivery Point, and Buyer shall thereafter be responsible for all transportation, handling, and related costs.

6. Title and Risk of Loss. Title and risk of loss pass to Buyer upon delivery of the Equipment at the Delivery Point. As collateral security for the payment of the purchase price of the Equipment, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Arizona Uniform Commercial Code.

7. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees including failure to provide a form DD254, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Resale Provisions. Subject to this Agreement and all applicable laws, statutes, regulations, codes, bulletins, notices. Buyer may resell the Equipment to third parties, including end users such as government contractors or defense primes. Buyer shall ensure that any such resale complies with the terms of this Agreement, including but not limited to applicable warranty restrictions and federal export controls. Buyer is responsible for communicating warranty terms and limitations to the end user; for compliance with all Laws and will specifically indemnify Seller for any issues arising out of or related to any resale transaction.

9. Inspection and Rejection of Nonconforming Equipment.

(a) Inspection Period. Buyer shall inspect the Equipment within three (3) days of receipt. Buyer will be deemed to have accepted the Equipment unless it notifies Seller in writing of any Nonconforming Equipment during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Equipment" means only the following: (i) is different from that identified in Buyer's Purchase Confirmation; (ii) does not conform to the specifications, quality requirements,

or performance standards set forth in the Agreement; (iii) is damaged or defective in materials or workmanship; or (iv) the product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Equipment, Seller shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming Equipment; or (ii) assist the Buyer in trouble shooting a repair; (iii) send a repair tech to Buyer's facility; or (v) replace the Equipment. If Seller exercises its option to replace Nonconforming Equipment, Seller shall, after receiving Buyer's shipment of Nonconforming Equipment, ship to Buyer, at Buyer's expense and risk of loss, the replaced Equipment to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Equipment. Except as provided under Section 8(b), all sales of Equipment to Buyer are made on a one-way basis, and Buyer has no right to return the Equipment purchased under this Agreement to Seller.

(d) Initial Limited Warranty. Seller warrants to Buyer that for a period of one (1) year from the delivery of the Equipment ("**Initial Warranty Period**"), that the Equipment will be free from material defects in material and workmanship ("**Standard Warranty**"). If the Equipment break during the Initial Warranty Period, Company will repair it free of charge. The Standard Warranty does not cover damage caused by accident, misuse, neglect, unauthorized modification, normal wear and tear, or use contrary to the instructions provided by Seller. In addition to the Standard Warranty, Buyer will receive engineering support during the Initial Warranty Period and any upgrades which Seller offers on the Equipment.

(e) Extended Warranty Plus Support: Once the Initial Warranty Period ends, Buyer may purchase an extended for the Simulator ("Extended Warranty"). The Extended Warranty provides the following comprehensive support services and protections, including:

(i) Hardware Support: 30-day return/repair service for hardware under contract.

(ii) Engineering Helpdesk: Access from 8:00 am – 5:00 pm MST via email and phone.

(iii) Software Updates: Electronic delivery of the latest software versions and features at no additional charge.

(iv) Eligibility: Owners with an active software/hardware maintenance plan will receive software feature updates as they become available.

(f) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(g) Buyer understands that the Equipment may contain components or software owned, manufactured, or installed by a third party ("**Third Party Product**"). Third Party Products are not covered by Seller's Warranty. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER IS NOT RESPONSIBLE IN ANY WAY FOR DEFECTS IN THIRD PARTY PRODUCTS.**

(h) The Seller shall not be liable for a breach of the Standard Warranty forth in Section 9(d) if: (i) Buyer makes any further use of such Equipment after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Equipment; (iii) Buyer alters or repairs such Equipment without the prior written consent of Seller; or (iv) Buyer installs Classified Information on the Equipment. The installation, storage, or processing of Classified Information shall void the standard warranty in its entirety, irrespective of whether a DD254 or other document is provided to Seller. For avoidance of doubt, the obligations in this subsection (iv) are in addition to, and cross-referenced with, Buyer's obligations regarding DD254 and classified performance requirements set forth in the Services section of this Agreement.

(i) THE REMEDIES IN THIS SECTION ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.

10. Penalties, Liabilities, and Fees outside of the Limited Warranty.

(a) Data Spillage/ Classified Hardware Penalty. If data spillage occurs and the MUOOS becomes classified (e.g., SECRET), Seller cannot accept the return of the now-classified unit. The Buyer will be liable for the full value of the hardware as the unit cannot be returned or reused due to security regulations.

(b) Broken Warranty Seal Penalty. If any warranty seal on a shelf manufactured or modified by Seller and marked with Seller's identification sticker is broken upon return of the unit, Buyer will be charged for the full cost of inspection, repair, or replacement of affected components, unless Seller, in its reasonable discretion, determines that the damage resulted from normal wear and tear.

11. Compliance with all Law. Buyer shall comply with all applicable laws, regulations, and ordinances including but not limited to those listed below. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Equipment under this Agreement or any resale of the Equipment by Buyer. Buyer assumes all responsibility for shipments of Equipment requiring any government import clearance.

Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Equipment.

(a) Export Laws. Buyer agrees to comply with all applicable U.S. export control laws and regulations, including without limitation the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Buyer represents and warrants that neither it nor any of its owners, officers, directors, or affiliates is listed on any U.S. government denied-party list, including the Specially Designated Nationals (SDN) List, Entity List, or Debarred Parties List, or any successor list thereto.

(b) End-Use and End-User Restrictions. Buyer shall not export, re-export, transfer, or otherwise use the Equipment or services provided under this Agreement:

(i) In any country or territory subject to comprehensive U.S. sanctions or embargoes (including, but not limited to, Cuba, Iran, North Korea, Syria, Russia, Belarus, and the Crimea, Donetsk, or Luhansk regions of Ukraine);

(ii) To any individual or entity involved in or supporting the development, manufacture, or use of weapons of mass destruction (including nuclear, chemical, or biological weapons or missile technology);

(iii) To any individual or entity known or suspected to be engaged in or affiliated with terrorist activities.

(c) No Unauthorized Resale or Diversion. Buyer shall not resell, transfer, export, or divert the Equipment or services provided under this Agreement to any third party or country without prior written consent of Seller and without obtaining all necessary authorizations required by applicable U.S. laws. Buyer agrees to maintain adequate records to demonstrate compliance with this clause.

(d) Anti-Boycott Compliance. Buyer agrees to comply with all applicable U.S. anti-boycott laws, including those administered by the U.S. Department of Commerce and the U.S. Department of the Treasury. Buyer shall not request, furnish, or agree to furnish information or take any action that would constitute participation in or cooperation with an unsanctioned foreign boycott not sanctioned by the U.S. government. Buyer shall promptly notify Seller if it receives any request to participate in such a boycott.

(e) Indemnification. Buyer agrees to indemnify, defend, and hold harmless Seller and its officers, directors, employees, agents, and affiliates from and against any and all claims, penalties, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to Buyer's failure to comply with all laws as set forth in this Section.

(f) Right to Terminate. Seller may terminate this Agreement immediately upon notice to Buyer if Seller reasonably believes that Buyer has breached any part of this Section or any applicable export control, sanctions, or anti-boycott law or regulation.

12. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. Indemnification. Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, and their respective directors, officers, employees, agents, successors, and assigns from and against any and all claims, demands, suits, actions, investigations, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (i) Buyer's breach of this Agreement or any representation, warranty, or covenant herein; (ii) Misuse, neglect, alteration, or unauthorized use of the Equipment of any Software by Buyer or any third party under Buyer's control; (iii) Buyer's failure to comply with all Laws, including, without limitation, export control and trade compliance requirements; (iv) Any bodily injury, death, or damage to real or tangible personal property caused by Buyer's acts or omissions; or (v) Any third-party claim that Buyer's use, possession, resale, or modification of the Equipment of Software infringes, misappropriates, or otherwise violates any intellectual property right, except to the extent caused solely by Seller's infringement of a third party's intellectual property right.

14. Limitation of Liability. SELLER'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE EQUIPMENT INCLUDING THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM EQUIPMENT OR EQUIPMENT SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT INCISOR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF BUYER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to 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. The obligation set forth in this Section shall survive termination or expiration of this Agreement for a period of five (5) years.

17. Intellectual Property Rights. All rights, title, and interest in and to the Equipment, the Mighty MUOOS TM trademark ("**Mark**"), the User Manual and PowerPoint slides, any embedded or accompanying Software, and all related documentation (together, "**Intellectual Property**"), are and will remain the exclusive property of Seller or any of its Third-Party licensors. Buyer receives only a limited, non-exclusive, non-transferable licenses to use the Mark and Software solely as provided with the Equipment and only as permitted under this Agreement and any applicable Software License. No ownership rights are transferred to Buyer. Buyer shall not copy, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any Software, except where such restriction is prohibited by applicable Laws.

18. Third Party Software, Materials and Licenses. The Equipment may contain or be provided with Third-Party Software. Such Third-Party Software is licensed, not sold, and Buyer's use of it is subject to the applicable third-party license terms, which are incorporated into this Agreement by reference. Buyer shall comply with all such license terms and acknowledges that failure to do so may result in termination of the applicable license. Seller makes no Warranties and has no liability regarding any Third-Party Software, except to the extent required under Applicable Laws.

19. Software License. In addition to the terms of this Agreement, any Software provided with or embedded in the Equipment is subject to the Software License provided by Seller or of the applicable third-party licensor. Buyer acknowledges receipt of the Software License (which is attached to this and agrees to comply with its terms. In the event of any conflict between this Agreement and the Software License, the Software License will govern solely with respect to the Software.

20. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement (except for any obligation of Buyer to make payments to Seller hereunder), for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by, or results from, acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (i) acts of God; (ii) flood, fire, earthquake, or other natural disasters, epidemics, pandemics, health and safety orders; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) telecommunication breakdowns, power

outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (ix) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. If the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, either party may thereafter terminate this Agreement upon ten (10) days written notice.

21. Modification. Buyer acknowledges and agrees that Seller has the right, in its sole discretion, to change this Agreement from time to time. You will be notified of any changes through notice or posts. Buyer will be responsible for reviewing and becoming familiar with any such changes. Buyer will be required to agree to any changes to this Agreement and your failure to do so will be a breach of this Agreement and cause for termination.

22. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller, in Seller's sole discretion. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

25. Dispute Resolution. Any dispute arising out of or relating to this Agreement that cannot be settled through informal negotiation must be submitted to non-binding mediation prior to any Party taking any legal action. Participation in mediation is a condition precedent to filing any lawsuit or other legal proceeding arising from or relating to this Agreement. A dispute may be submitted to mediation by any Party notifying the other Party in writing that it intends to mediate the dispute ("**Mediation Notice**"). The mediator will be chosen by agreement of the Parties and mediation will be held in Maricopa County, Arizona within sixty (60) days after the Mediation Notice. The Parties will agree on a mediator. If any Party refuses to participate in good-faith selection of the mediator, the Parties participating in good-faith will select the mediator. The Parties will split the costs of mediation equally. The mediator will deem the mediation "Complete" when the Parties agree that it has been completed or the mediator declares that an impasse exists. If mediation becomes Complete without resolution, the Parties may then proceed to file a claim, demand, or action. If a Party fails to participate in mediation in good-faith, the other Party may immediately pursue legal or equitable remedies without further obligation to mediate. The statute of limitations will be tolled during the mediation process.

26. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Arizona.

27. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Arizona in each case located in the City of Scottsdale and County of Maricopa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Each Party irrevocably waives, to the fullest extent permitted by law, any objection to venue or claim that such suit, action, or proceeding has been brought in an inconvenient forum.

28. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email or facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

29. Waiver. A party may waive all or any part of this Agreement only if it's done in writing and signed by that party. The failure or delay to exercise any right or benefit under this Agreement shall not constitute a waiver thereof, and a single or partial exercise of any right or benefit shall not preclude any further exercise of that right or benefit, or the exercise of any other rights or benefits under this Agreement.

30. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, and such provision shall be modified to the minimum extent necessary to make it enforceable, if possible, while preserving the Parties' original intent.

31. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement whether such termination occurs for cause or without cause, including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, and Submission to Jurisdiction and Survival.

32. Construction. This Agreement is made between sophisticated parties and will be interpreted fairly without regard to any presumption or rule requiring construction or interpretation against the drafting party or its representative.

Exhibit A

Product Details

Product Name	Model/Part No.	Description	Price	Delivery	Includes	Warranty/Support
MUOOS Single Satellite Beam Carrier Base Unit	1900-1	Provides MUOS ground system emulation for the integration and testing of MUOS terminals (Non-Recurring)	\$718,148.14	ARO in 6 months	Remote Installation Support; Remote System training; Shipping to the lower 48	12 Months Hardware/Software Support (Maintenance Plus)
MUOOS Dual Satellite Beam Carrier Base Unit	1900-2	Provides MUOS ground system emulation for the integration and testing of MUOS terminals (Non-Recurring)	\$975,648.14	ARO in 6 months	Optional secondary satellite beam carrier; Remote Installation Support; Remote System training; Shipping to the lower 48	12 Months Hardware/Software Support (Maintenance Plus)
Maintenance Plus – 1-year – Base Unit	1900-1-MAINT (CY '25)	Additional year of Hardware/Software Support for Model 1900-1	\$74,436 per unit	Backdated to end of last agreement	N/A	1 year Hardware/Software Support
Maintenance Plus – 1-year – Base Unit with Expansion Option	1900-2-MAINT (CY '25)	Additional year of Hardware/Software Support for Model 1900-2	\$84,210 per unit	Backdated to end of last agreement	N/A	1 year Hardware/Software Support (Recurring Yearly)
MUOOS Single Satellite Beam Carrier Base Unit (Lease)	1900-1-3ML	Provides MUOS ground system emulation for the integration and testing of MUOS terminals	\$117,000 (3 months), then \$39,000/month	Ready to ship within 2 weeks (if available)	Remote Installation Support; Remote System training; Shipping to lower 48	Hardware/Software Support (Maintenance Plus)