

**BUILD WITH ROBOTS INC.
TERMS AND CONDITIONS OF SALE**

SCOPE

These terms and conditions of sale (“Terms and Conditions”) apply to the purchase and sale of Build With Robots Inc. (“BWR”) products and services (“Products”) set forth in BWR’s quotation (“Quotation”) to a purchaser of the Products of BWR (“Buyer”). In order to use BWR Products, Buyer must accept these Terms and Conditions and BWR’s Quotation. By accepting a Quotation, and using BWR’s Products, Buyer hereby accepts BWR’s Terms and Conditions. If Buyer does not accept BWR’s Terms and Conditions, Buyer’s only option is to not use the Products. Buyer may accept the Quotation through (i) delivering a purchase order that incorporates the Quotation by reference and providing payment of the initial amount due under the Quotation, or (ii) other written indication by Buyer of its acceptance of the Quotation along with payment of the initial amount due under the Quotation. Buyer’s acceptance of the Quotation shall be deemed to be acceptance of these Terms and Conditions in their entirety. BWR’s obligations under a Quotation or these Terms and Conditions shall not commence until the date of acceptance by BWR communicated to Buyer by acknowledgement or other writing (“Effective Date”). Delivery time and/or period of performance is computed from the Effective Date. The accepted Quotation and these Terms and Conditions are collectively, the “Agreement”. Any terms and conditions or any proposed change of terms and conditions contained in any purchase order, correspondence, or accompanying payment for delivery of the Products that are different from or in addition to the terms of the Quotation or these Terms and Conditions shall not be binding on BWR, whether or not they would materially alter the Agreement, unless expressly accepted in writing by BWR. Unless otherwise stated in the Quotation, any Quotation not accepted within thirty (30) days by BWR shall expire and no longer be valid.

TERM AND TERMINATION

The Term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement’s express provisions, will continue in effect until the term set forth in the Quotation (the “Term”).

In addition to any other express termination right set forth in this Agreement: (1) BWR may terminate this Agreement, effective on written notice to Buyer, if Buyer (a) fails to pay any amount when due hereunder, or (b) breaches any of its obligations under Scope, License, or Confidentiality, (2) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured for 15 days after the non-breaching party provides the breaching party with written notice of such breach; or (3) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Upon expiration or termination of this Agreement, Buyer shall, within 5 days from the expiration or termination of the term of this Agreement, Buyer, at its expense, shall promptly deliver possession of all Products subject to BWR-Owned Equipment, properly protected and in the condition required by this Agreement, the Quotation, or any other documentation provided to Buyer by BWR, on board a carrier named by BWR and ship it, freight collect, to the destination designated by BWR. If the Products are not in the condition required, Buyer shall pay to BWR all costs and expenses incurred by BWR to bring the Products into the required condition, including full cost of replacement if reasonable, the amount of which shall be outlined in an invoice from BWR, and shall be due within 30 days from the date of such invoice.

DELIVERY TERMS

BWR will ship the Products EXW BWR's point of shipment (Incoterms), or, in the case of software to be delivered electronically, via secure file transfer protocol "FTP" or other mutually agreed method (see [Licenses](#) below). Shipments will be made to Buyer's identified warehouse facilities or carrier, subject to BWR's written approval prior to shipment. Unless specified in an accepted order, BWR will select the mode of delivery and the carrier. Buyer will be responsible for and will pay all packing, shipping, freight and insurance charges. Title (except to the extent the Products contain or consist of software) and all risk of loss of or damage to the Products will pass to Buyer upon delivery by BWR to the carrier, freight forwarder or Buyer, whichever occurs first. Unless Buyer provides BWR with express instructions to the contrary prior to shipment, BWR may make partial shipments of an order, to be separately invoiced and paid for when due (see [Payment Terms](#) below). Any delay in the delivery of any installment will not relieve Buyer of its obligation to accept the remaining deliveries. BWR will use commercially reasonable efforts to meet the delivery dates specified in BWR's written acceptance of Buyer's Quotation, but BWR reserves the right to cancel or delay shipment of the Products if Buyer fails to make any payment when due or otherwise fails to comply with the terms and conditions of this Agreement. BWR will not be liable to Buyer or to any other party for any delay in the delivery of the Products. In the event BWR's inventory of the Products is inadequate to fulfill all purchase orders accepted by BWR from its customers, BWR will have the right to allocate its inventory of the Products among its customers in such a manner as BWR, in its sole discretion, deems equitable, without liability to Buyer.

BWR-OWNED EQUIPMENT

If Buyer does not purchase the physical products or equipment comprising or contained in the Products under the applicable Quotation, BWR leases or loans and does not sell those Products ("BWR-owned Products"). The following applies to all BWR-owned Products furnished to the Buyer on a lease or loaner. The BWR-owned Products shall remain the sole property of BWR. Buyer shall be responsible for any loss, damage, theft, destruction or partial destruction of the BWR-owned Products while in Buyer's possession whether or not the loss is covered under Buyer's insurance policy. During the Term of this Agreement, Buyer shall, at its own expense, maintain insurance coverage in the amount of the value of the BWR-owned Products and maintain commercial general liability with property and personal injury limits in an amount no less than \$2,000,000 per occurrence. All BWR-owned Products will be clearly marked as the property of BWR, subject to inspection by BWR at any time, kept free of liens and encumbrances, and not modified in any manner by Buyer except as expressly authorized in writing by BWR. Buyer will execute all documents evidencing BWR's ownership of the BWR-owned Products as BWR may request from time to time. Buyer hereby understands and acknowledges that all BWR-owned Products are leased to Buyer and not owned, that this is a true license to lease the Products solely during the Term and is not a sale of such BWR-owned Products. All title, interest, and any intellectual property rights to the BWR-owned Products shall remain with BWR, and Buyer shall not acquire any interest in the BWR-owned Products other than the rights granted and described herein.

LICENSES

BWR licenses and does not sell any software comprising or contained in Products ("Software"). Use of terms such as "sell," "purchase, and "price" will be interpreted in accordance with the foregoing. Subject to Buyer's payment of the fees set forth in the Quotation, BWR hereby grants to Buyer nonexclusive, nontransferable right to access and use the Software and associated hosted services ("Cloud Services") for Buyer's internal commercial purposes, for the duration of the applicable Cloud Services Term set forth in the Quotation. Buyer will not access or use (or allow others to access or use) the Software or Cloud Services for any other purpose beyond the scope of the access granted in this Agreement, and will not, directly or indirectly, at any time (1) copy, modify, or create derivative works of the Software or Cloud Services, (2) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Cloud Services, (3) disassemble, decompile, decode, adapt, reverse engineer, or otherwise attempt to derive or gain access to any software component of the Software or Cloud

Services, in whole or in part, (4) remove any proprietary notices from the Software or Cloud Services, or (5) use the Software or Cloud Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Buyer will use the Software Cloud Services solely in accordance with the operating manual and documentation provided by BWR. Title to and ownership of the Software and all copies of any portion thereof, and the Cloud Services, shall be and at all times remain with BWR. Except as expressly provided above, BWR grants and Buyer receives no other license, express or implied, relating to the Software or any portions thereof, the Cloud Services, or intellectual property rights therein. Buyer consents to BWR's use of the Google Management API on dedicated Android controllers for the purpose of managing device configuration and software updates, and consents to the Managed Google Play Agreement (<https://www.android.com/enterprise/terms/>). Buyer acknowledges that BWR collects real-time data on the operation and performance of the Products and Buyer agrees to the collection of such data. BWR will have the right to use such data, to monitor usage, and optimize and improve the performance and functionality of its Products and related products and services. BWR may also use such data to create and distribute aggregated, anonymized reports of the Products' performance for marketing purposes. Notwithstanding the foregoing, BWR may not disclose or distribute any Buyer-identifiable data to any other person without Buyer's express written consent.

PRICES

Prices for the Products shall be as stated in the Quotation. Prices for access to and use of the Software and Cloud Services will be applicable for the duration of the Term set forth in the Quotation. All prices are exclusive of any taxes, duties, or similar charges imposed by any government. Buyer shall be responsible for and shall pay or reimburse BWR for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties (other than taxes on the net income of BWR).

PAYMENT TERMS

Subject to satisfactory completion of BWR's credit check, all payments will be due thirty (30) days from the date of BWR's invoice. All payments will be made in U.S. dollars, free of any currency controls or other restrictions, by certified check or wire transfer, to the address or bank account designated by BWR. BWR reserves the right to change payment terms at any time (including, without limitation, requiring payment in advance or requiring Buyer to have issued an irrevocable letter of credit) if, in BWR's reasonable opinion, Buyer's financial condition or payment record so warrants. All amounts not paid when due will accrue interest at the lower of 1.5% per month, or if less, the highest rate permissible by applicable law. Buyer will promptly reimburse BWR for all reasonable costs and expenses (including reasonable attorneys' fees) incurred by BWR in connection with collecting any overdue amounts. If any fees are not paid within 30 days or more from the date they are due, BWR may suspend or terminate, and BWR's sole discretion, Buyer's access to any portion or all of the Software or Cloud Services until such amounts are paid in full.

ORDER CANCELLATION

All orders following acceptance by BWR shall be firm. However, Buyer may cancel an accepted order by written notice at least 5 days prior to the scheduled shipment date and payment of a cancellation and restocking fee equal to: (i) 10% of the order value in the Quotation if notice is provided at least 30 days prior to the scheduled shipment date; (ii) 25% of the order value in the Quotation if notice is provided less than 30 days prior to, but at least 5 days prior to, the scheduled shipment date.

WARRANTY

BWR warrants to Buyer that during the one (1) year following delivery to Buyer, the Products will perform in accordance with BWR's published documentation for the Product in all material respects and be free from material defects in materials and workmanship. In the event the Products fail to conform to such warranty, as Buyer's sole remedy for such failure, BWR will, at its option, repair or replace the Products or refund Buyer for such nonconforming Products. The nonconforming Product must be returned to BWR within 30 days of the replacement or refund of BWR or the buyer will be liable for the full price of the Product. This warranty is to the original Buyer only and is not transferable.

The foregoing warranty shall not apply, and BWR will have no obligation whatsoever, with respect to Product that is: (i) damaged, abused, misused, or neglected by Buyer or a third party; (ii) not used or maintained in a normal and proper manner, or in accordance with the instruction manual(s); (iii) tampered with, modified, altered, or repaired without the prior written approval of BWR; (iv) assigned, sold or transferred to an entity other than the Buyer; or (v) subjected to inadequate utility service, failure of electrical or other energy supplies, incorrect physical environment, or other inadequate facilities or utilities as indicated in the instruction manuals and/or pre-installation instructions.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS, SOFTWARE, AND CLOUD SERVICES ARE PROVIDED "AS IS" AND BWR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATURORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BWR MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR CLOUD SERVICES, OR RESULTS OF THE USE THEREOF, WILL MEET BUYER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

SUPPORT AND MAINTENANCE

In addition to the warranty applicable to the Products, and at BWR's sole discretion, BWR will provide support and maintenance including telephonic or chat line technical support during BWR's normal business hours, and may repair or replace any defective components; provided, however, Buyer will be responsible for any repair and maintenance costs resulting from damage, abuse, misuse, neglect or unauthorized modifications by Buyer, or from failure to use the Products solely in accordance with BWR's procedures, guidelines, and use conditions. At BWR's sole discretion, support may include general software or hardware upgrades that BWR generally makes available for no additional charge to its customers. Software or hardware upgrades that provide additional or expanded functions or features beyond those included with the general upgrades may be made available at standard prices. Buyer will provide BWR with 24-hour remote access to the Products as needed to provide software updates and upgrades.

CHEMICAL DISINFECTANTS

Buyer is solely responsible to ensure the proper handling and use of all chemicals in accordance with the manufacturer's Safety Data Sheet(s), instructions for use, warnings regarding the danger to humans and the environment and other related documentation.

INDEMNIFICATION

Buyer will indemnify and hold BWR and its affiliates, officers, directors, and employees harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) from third parties including Buyer's employees, customers or invitees, arising out of or resulting from (a) a third party's claim that Buyer's data used for the Software (or use of such data in accordance with the terms of this Agreement) infringes or misappropriates such third party's US intellectual property rights and (b) Buyer's (1) negligence or willful misconducts, (2) use of the Products or Software not in accordance with the terms of this Agreement and BWR's procedures, guidelines, and use conditions, (3) use of the Products or Software in combination with data, software, hardware, equipment, or technology not provided by BWR in writing, or (4) modifications to the Software or Products not made by BWR; provided that, Buyer may not settle any third party claims against BWR unless BWR consents to such settlement, and further provided that BWR will have the right, at its option, to defend itself against any such third party claim or to participate in the defense thereof by counsel of its own choice.

BWR shall indemnify, defend, and hold harmless Buyer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by Buyer resulting from any third-party claim, suit, action or proceeding that the Software or Products, or any use thereof in accordance with the terms of this Agreement, infringes or misappropriates such third party's US intellectual property rights, US patents, copyrights, or trade secrets, provided that Buyer promptly notifies BWR in writing of such third-party claim, cooperates with BWR, and allows BWR sole authority to control the defense and settlement of such third-party claim. If a third party claim is made or appears possible, Buyer agrees to permit BWR, at BWR's sole discretion, to (1) modify or replace the Software or Products, or component or part thereof, to make it non-infringing, or (2) obtain the right for Buyer to continue use. If BWR determines that neither alternative is reasonably available, BWR may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Buyer. This section will not apply to the extent that the alleged infringement arises from: (1) use of the Software or Products in combination with data, software, hardware, equipment, or technology not provided by BWR or authorized by BWR in writing; (2) modifications to the Software or Products not made by BWR.

THIS SECTION SETS FORTH BUYER'S SOLE REMEDIES AND BWR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PRODUCTS OR SOFTWARE INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, IN NO EVENT WILL BWR'S LIABILITY UNDER THIS SECTION EXCEED THE TOTAL AMOUNT PAID TO BWR UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

CONFIDENTIALITY

"Confidential Information" means: (i) any non-public information of a party, including, without limitation, any information relating to a party's current and planned products and services, technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (ii) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally, is identified as "Confidential" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure; and (iii) the specific terms and pricing set forth in this Agreement.

Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/ or potential private investors in or acquirers of such party.

The above obligations will not apply to the extent any information: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

BWR will not disclose or distribute any facility layouts, facility maps, or other Buyer-identifiable data to any other person without Buyer's express written consent. However, BWR may use data on the operation and performance of the Products to monitor usage and optimize and improve the performance and functionality of Products and related products and services. BWR may also use such data to create and distribute aggregated, anonymized reports of general Product performance for marketing purposes.

LIMITATION OF LIABILITY

IN NO EVENT WILL BWR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOST BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL OR REPUTATION, OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR SYSTEM SECURITY, OR PERFORMANCE OF ANY PRODUCTS OR SERVICES PROVIDED BY BWR, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT BWR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BWR'S TOTAL LIABILITY TO BUYER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PAYMENTS ACTUALLY RECEIVED FROM BUYER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE A CLAIM FOR LIABILITY ARISES HEREUNDER.

EXPORT CONTROL; U.S. GOVERNMENT RIGHTS

Buyer may not export or reexport the Products (including any software or documentation) except in compliance with the United States Export Administration Act and related rules and regulations. All Software and documentation delivered to the U.S. Government is "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, DFARS 252.227- 7014 and DFARS 227.7202. Any use, duplication or disclosure of the Software or the documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this Agreement.

GENERAL TERMS

This Agreement constitutes the entire agreement between Buyer and BWR pertaining to the subject matter hereof. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Buyer without BWR's consent, which will not be unreasonably withheld. This Agreement may only be amended by a written document signed by both parties. Any waiver of either party to enforce a provision of this Agreement on one occasion will not be deemed a waiver of any other provision or such provision on any other occasion. If any provision contained in this Agreement is for any reason held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and such provision shall be applicable to the extent valid and enforceable under applicable law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of laws principles. The parties hereby consent to the personal jurisdiction and venue of the federal and state courts sitting in Albuquerque, New Mexico. In no event shall either party be liable to the other, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, other potential disaster's or catastrophes such as epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Buyer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntary, involuntary, by operation of law or otherwise, without the prior written consent of BWR. Any purported assignment or delegation in violation of this assignment prohibition will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the parties at the addresses set forth in the Quotation (or to such other address that may be designated by the party giving notice from time to time in accordance with this provision). All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a notice is effective only (1) upon receipt by the receiving party, and (2) if the party giving notice has complied with the requirements herein.