

COLDQUANTA TERMS AND CONDITIONS OF SALE AND SERVICE

Any order issued by Purchaser (an "Order") shall only be binding upon ColdQuanta, Inc. ("ColdQuanta") if a written acceptance (an "Acceptance") is generated and authorized by a representative of ColdQuanta. Upon ColdQuanta's issuance of an Acceptance, such Order, together with these Terms and Conditions, shall constitute a binding contract between Purchaser and ColdQuanta. If there are any conflicts or inconsistencies between the Order and these Terms and Conditions, these Terms and Conditions shall control. These ColdQuanta Terms and Conditions of Sale and Service govern ColdQuanta's sale of Products and Support.

1. DEFINITIONS

- a) "Delivery" means standard ColdQuanta shipping to and arrival at the receiving area at the "Ship To" address specified in Customer's Order.
- b) "Exhibits" means attachments that describe or otherwise apply to the sale of Products.
- c) "Products" means hardware, software, documentation, accessories, supplies, parts and upgrades that are determined by ColdQuanta to be available from ColdQuanta upon receipt of Customer's Order. "Custom Products" means Products modified, designed or manufactured to meet Customer requirements.
- d) "Software" means one or more programs capable of operating on a controller, processor or other hardware Product ("Device") and related documentation. Software may be either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").
- e) "Software License" means the Software license grant and general license terms set forth herein.
- f) "Specifications" means specific technical information about ColdQuanta Products that has been delivered by ColdQuanta to the Customer with Customer's Order.
- g) "Support" means hardware maintenance and repair; training; and other standard support services provided by ColdQuanta. "Custom Support" means any agreed non-standard Support, including consulting and custom project services.
- h) "Use" means storing, loading, installing, executing or displaying Software on a Device.

2. PRICES

- a) Prices are valid for the period quoted by ColdQuanta or for the applicable purchase agreement ordering period, whichever expires first. Product prices for an order remain valid for 45 days from the original order date unless otherwise quoted by ColdQuanta. Change orders that extend Delivery beyond those validity periods become new orders at prices in effect when ColdQuanta receives the change orders. ColdQuanta may change support prices, except for Custom and prepaid Support, upon 60 days written notice.
- b) Prices are exclusive of, and Customer will pay, applicable sales, use, consumption, goods and service, value added or like taxes, unless Customer has provided ColdQuanta with an appropriate exemption certificate for the Delivery jurisdiction.

3. ORDERS

All orders are subject to acceptance by ColdQuanta. Upon acceptance of an order by ColdQuanta, such order shall constitute Customer's binding contractual obligation to accept the Products and services ordered. Product orders must specify Delivery within 6 months from order date at the Ship To address specified by Customer, unless otherwise agreed or quoted by ColdQuanta.

4. DELIVERY

ColdQuanta will make reasonable efforts to meet Customer's Delivery requirements. If ColdQuanta is unable to meet Customer's Delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's

sole remedy is to cancel the order.

5. SHIPMENT, RISK OF LOSS OR DAMAGE, AND TITLE

ColdQuanta will ship according to ColdQuanta's standard commercial practice, and risk of loss or damage and title will pass from ColdQuanta to Customer at the time the shipment leaves ColdQuanta (US & International: Incoterm EXWORKS), unless specified otherwise in the quotation. Shipping and handling charges will be listed separately on ColdQuanta's invoice when not included in the Product's purchase price. If ColdQuanta has agreed to Customer requested special packing or shipping instructions, charges will be billed separately to Customer, and risk of loss or damage and title will pass to Customer on delivery to Customer's carrier or designate.

6. INSTALLATION AND ACCEPTANCE

- a) Product installation information is available with Products, on quotations or upon request. Installation by ColdQuanta, when included in the purchase price, is complete when the Product passes ColdQuanta's standard installation and test procedures.
- b) For Products without installation included in the purchase price, acceptance by Customer occurs upon Delivery. For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by ColdQuanta. If Customer schedules or delays installation by ColdQuanta more than 30 days after Delivery, Customer acceptance of the Product(s) will occur on the 31st day after Delivery.

7. PAYMENT

- a) Payment terms are subject to ColdQuanta credit approval. Payment is due 30 days from ColdQuanta's invoice date. Invoices for contractual support services and maintenance will be issued in advance of the Support period. ColdQuanta may change credit or payment terms at any time when, in ColdQuanta's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with ColdQuanta so warrants.
- b) ColdQuanta may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other ColdQuanta agreement if, after ten days written notice, the failure has not been cured.

8. LIMITED WARRANTY

- a) ColdQuanta warrants ColdQuanta hardware Products against defects in materials and workmanship for a period of one year from the shipment date ("Warranty Period").
- b) ColdQuanta does not warrant that the operation of Products will be uninterrupted or error free.
- c) If ColdQuanta receives notice of defects (including all relevant evidence of the issues such as data, information, description of the issues, photographs of damage, etc.), ColdQuanta will within thirty (30) days of receipt of the Products, conduct an evaluation and, at its sole option, repair, replace, or return the affected Products. ColdQuanta may elect to travel to location specified by Customer to perform an evaluation of any such alleged defects at its sole discretion. If ColdQuanta is unable, within a reasonable time, to repair, replace or correct a defect or non-

conformance in a Product to a condition as warranted, Customer will be entitled to a prorated refund of the purchase price upon prompt return of the Product to ColdQuanta. Such refunded amount will be prorated based on a four-year straight line depreciation schedule. Customer will pay expenses for return of such Products to ColdQuanta. ColdQuanta will pay expenses for shipment of repaired or replacement Products.

d) ColdQuanta warrants that during the Warranty Period, ColdQuanta support will be provided in a professional and workmanlike manner. Some newly manufactured ColdQuanta Products may contain and ColdQuanta may use remanufactured parts that are equivalent to new in performance. Any support required for issues outside of the Warranty Period shall be handled in accordance with the Support section below. The above warranties do not apply to defects resulting from:

- 1) improper or inadequate maintenance by Customer;
- 2) Customer or third party supplies;
- 3) unauthorized modification;
- 4) improper use or operation outside of the Specifications for the Product;
- 5) abuse, negligence, accident, loss or damage in transit;
- 6) improper site preparation; or
- 7) unauthorized maintenance or repair.

e) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, COLDQUANTA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

9. SUPPORT

- a) Customer may order Support from ColdQuanta's then current Support offering. Orders for Support are subject to the terms of the quotation in effect on the date of order.
- b) ColdQuanta may, at no additional charge, modify Products to improve operation, supportability and reliability, or to meet legal requirements.
- c) Relocation of Products is Customer's responsibility. Relocation may result in additional Support charges and modified service response times. Support of Products moved to another country is subject to availability.
- d) ColdQuanta will provide Support for ColdQuanta Products when Customer allows ColdQuanta to perform modifications if requested by ColdQuanta under Section 9.b) above. Customer is responsible for removing any products not eligible for Support to allow ColdQuanta to perform Support services. If Support services are made more difficult because of such product(s), ColdQuanta will charge Customer for the extra work at ColdQuanta's standard rates.
- e) Support does not cover any damage or failure caused by:
 - 1) use of non-ColdQuanta media, supplies and other products; or
 - 2) site conditions that do not conform to ColdQuanta's site specifications; or
 - 3) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer, modification by people other than ColdQuanta employees or subcontractors, or other causes beyond ColdQuanta's control.
- f) Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when ColdQuanta provides Support services at Customer's site. Customer will notify ColdQuanta if Products are being used in an environment that poses a potential health or safety hazard to ColdQuanta employees or subcontractors; ColdQuanta may require Customer to

maintain such Products under ColdQuanta supervision and may postpone service until such hazard is remedied.

h) Customer may delete Products under Support or cancel Support orders upon 30 days written notice unless otherwise agreed in a Support agreement. ColdQuanta may cancel Support orders or delete Products no longer included in ColdQuanta's Support offering upon 60 days written notice unless otherwise agreed in a Support agreement.

10. LICENSES

- a) ColdQuanta grants Customer a non-exclusive license to Use the object code version of the Software listed in Customer's order in conformance with:
 - 1) the terms set forth herein; and
 - 2) Use restrictions and authorizations for the Software specified by ColdQuanta in its quotation, invoice or terms that accompany the Software; and ColdQuanta's third party suppliers' terms as attached or referenced hereto on Schedule A or that accompany the Software.In the event of a conflict, the third party suppliers' terms that accompany the Software will take precedence over the Use restrictions and authorizations specified by ColdQuanta and the terms set forth herein (but only with respect to such third-party suppliers' software), and the Use restrictions and authorizations specified by ColdQuanta will take precedence over the terms set forth herein.
- b) Unless otherwise specified, ColdQuanta grants Customer a license to Use one copy of the Software on one Device at any one time.
- c) Unless otherwise specified, all Software Licenses will be perpetual unless terminated or transferred in accordance with Section 10. k).
- d) Customer may not sublicense the Software unless otherwise agreed to by ColdQuanta in writing.
- e) Software is owned and copyrighted by ColdQuanta or by third parties. Customer's Software License confers no title or ownership and is not a sale of any rights in the Software. Third parties may protect their rights in the Software in the event of any infringement.
- f) Unless otherwise permitted by ColdQuanta, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software on a backup Device, provided that copies and adaptations are used in no other manner and provided further that the Use on the backup Device is discontinued when the original or replacement Device becomes operable.
- g) Customer must reproduce all copyright notices in or on the original Software on all permitted copies or adaptations. Customer may not copy the Software onto any public or distributed network.
- h) Bundled Software or Firmware provided to Customer may only be used when operating the associated Device in configurations as sold or subsequently upgraded by ColdQuanta. Customer may transfer Firmware only upon transfer of the associated Device.
- i) Updates, upgrades or other enhancements are available under ColdQuanta Support agreements. ColdQuanta reserves the right to require additional licenses and fees for Use of the Software on upgraded Devices.
- j) Customer will not modify, disassemble, reverse engineer, or decompile the Software without ColdQuanta's prior written consent. Where Customer has other rights under statute, Customer will provide ColdQuanta with reasonably detailed information regarding any intended disassembly, reverse engineering or decompilation prior to undertaking the same. Customer will not decrypt the Software unless necessary for legitimate use of the Software.

k) Customer's Software License is transferable subject to ColdQuanta's prior written authorization and payment to ColdQuanta of any applicable fee(s). Upon transfer of the Software License, Customer will immediately deliver all copies of the Software to the transferee. The transferee must agree in writing to the terms of Customer's Software License. All Software License terms will be binding on involuntary transferees, notice of which is hereby given. Customer's Software License will automatically terminate upon transfer.

l) ColdQuanta may terminate Customer's or any transferee's or sublicensee's Software License upon notice for failure to comply with any applicable Software License terms. Immediately upon termination, the Software and all copies of the Software will be destroyed or returned to ColdQuanta. Copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's or transferee's or sublicensee's database, will be removed and destroyed or returned to ColdQuanta. With ColdQuanta's

written consent, one copy of the Software may be retained subsequent to termination for archival purposes only.

(m) To the extent that the Products are provided with or contain software licensed to ColdQuanta by third parties ("Third Party Software"), the terms of the license agreements for such Third Party Software are reproduced on the attached Schedule A (if different from the terms herein or if otherwise required to be provided). Such terms shall govern Customer's use of the Third Party Software.

n) Nuclear, Aviation or Life Support Application. Customer acknowledges that Products are not specifically designed, manufactured or intended for use in connection with the design, construction, maintenance, and/or operation of any

(i) nuclear facility, (ii) aircraft, aircraft communication or aircraft ground support system, or (iii) life support system. Except as otherwise provided herein, ColdQuanta shall not be liable to Customer, in whole or in part, for any claims or damages arising from such use, or resale by Customer to a third party for such purposes.

11. CONDITIONS FOR USE

a) Restrictions. Customer shall not use Products for any purpose other than internal research, experimentation, testing and evaluation during the Term ("Purpose") Customer shall not let the Product, Software, or documentation or related information (collectively, "Product Materials") be accessed or used by any third parties or anyone other than its employees as necessary for the Purpose without prior written permission from ColdQuanta. For the avoidance of doubt, Product Materials does not include internal testing and evaluation data generated from the use of the Products. Customer will not (and will not permit anyone else to): (i) port, reverse compile, decompile, disassemble, or reverse engineer any Product Materials, except to the extent any such activity is not permitted to be restricted under applicable law; (ii) copy, redistribute, rent, lease, alter, modify, or create any derivative works of any Product Materials or use any Product Materials on behalf of any third party; (iii) break, alter, deface, or remove any anti-tamper or other seals on the Product; (iv) block, disable or otherwise modify any features of the Product; or (v) use any Product Materials or any information regarding their performance or output for the development of any similar or competitive products or service, including any related product, software, component or method, or for any other purposes except for the Purpose expressly permitted hereunder.

b) Proprietary Rights. Product Materials are the

proprietary and confidential property of ColdQuanta (or its licensors) and Customer shall not disclose the Product Materials or any information regarding their performance or output to any third party. Customer shall not remove or alter any trademark, copyright or other proprietary notices, legends, symbols or labels on the Product Materials. Customer, on behalf of itself and its Affiliates, grants to ColdQuanta the right and license to make, use, sell, reproduce, modify, sublicense, disclose, distribute and otherwise exploit error reports, corrections or suggestions provided by Customer concerning the Product Materials or any improvements, enhancements or modifications based thereon. All rights not expressly granted to Customer are retained by ColdQuanta or its licensors.

12. INTELLECTUAL PROPERTY RIGHTS

a) ColdQuanta retains ownership of all Intellectual Property Rights in ColdQuanta Products and nothing in this agreement shall be construed as to granting any rights in ColdQuanta Intellectual Property except for the limited licenses specifically described herein.

b) ColdQuanta will defend or settle any claim against Customer that the Branded Products or Support (excluding Custom Products and Custom Support), delivered under these ColdQuanta Terms and Conditions of Sale and Service infringe a patent or United States copyright or trademark, provided Customer:

- 1) promptly notifies ColdQuanta in writing; and
- 2) cooperates with ColdQuanta in, and grants ColdQuanta sole control of the defense or settlement.

c) ColdQuanta will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, ColdQuanta may modify the Product, procure any necessary license, or replace it. If ColdQuanta determines that none of these alternatives is reasonably available, ColdQuanta will refund Customer's purchase price upon return of the Product if within one year of Delivery, or the Product's net book value thereafter.

d) ColdQuanta has no obligation for any claim of infringement arising from:

- 1) ColdQuanta's compliance with Customer's designs, specifications or instructions;
- 2) ColdQuanta's use of technical information or technology provided by Customer;
- 3) Product modifications by Customer or a third party;
- 4) Product use prohibited by these terms or the Specifications; or
- 5) Product use with products that are not ColdQuanta Branded.

e) These terms state ColdQuanta's entire liability for claims of intellectual property infringement.

13. LIMITATION OF LIABILITY AND REMEDIES

a) To the extent ColdQuanta is held legally liable to Customer, ColdQuanta's total liability is limited to: payments described in Sections 8. c) and 11. b) above; other direct damages for any claim based on a material breach of Support services, up to a maximum of six months of the related Support charges paid by Customer during the period of material breach; and other direct damages for any claim based on a material breach of any other term of these ColdQuanta Terms and Conditions of Sale and Service, up to the amount paid to ColdQuanta for the associated Product or Service.

b) Notwithstanding Section 12. a) above, in no event will ColdQuanta or its affiliates, subcontractors or suppliers be liable for any of the following: incidental, special or consequential damages (including downtime costs or lost profits, but excluding payments described in Section 11 above and damages for bodily injury); damages relating to

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Customer's procurement of substitute products or services (i.e., "cost of cover"); or damages for loss of data, or software restoration.

c) THE REMEDIES IN THESE COLDQUANTA TERMS AND CONDITIONS OF SALE AND SERVICE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

14. GENERAL

a) The Parties hereby agree that they may do business electronically, including contract formation, order placement and acceptance. Any orders placed by Customer electronically will create fully enforceable obligations that will be subject to the terms hereof. Such orders and acceptances will be deemed for all purposes to be

1) business records originated and maintained in documentary form,

2) a "writing" or "in writing," and "signed,"

3) an "original" when printed from electronic files or records established and maintained in the normal course of business.

The Parties further agree not to contest the validity or enforceability of such transactions under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby and will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

b) No conflicting or supplemental terms in any purchase order shall alter or amend these terms and conditions of sale and service and the acceptance or fulfillment of any customer order by ColdQuanta shall be governed hereby.

c) ColdQuanta will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

d) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled

obligations.

e) Customer may not assign any rights or obligations hereunder without prior written consent from ColdQuanta.

f) A Customer who exports, re-exports or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. ColdQuanta may suspend performance if Customer is in violation of applicable regulations.

Customer agrees to indemnify ColdQuanta from and against any claims, losses, liabilities or demands related to Customer's violation or alleged violation of export laws.

g) Any disputes arising in connection with these ColdQuanta Terms and Conditions of Sale and Service, the Products or Support will be governed by the laws of State of Colorado.

h) Provisions herein that, by their nature, extend beyond the termination of any sale or license of Products or Support will remain in effect until fulfilled.

i) If any term or provision herein is determined to be illegal, invalid or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein shall not be affected and the remaining terms and provisions will remain in full force and effect.

j) These ColdQuanta Terms and Conditions of Sale and Service and any Exhibits constitute the entire agreement between ColdQuanta and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's purchase or license of Products and Support will constitute Customer's acceptance of these ColdQuanta Terms and Conditions of and Service, which may not be changed except by an amendment signed by an authorized representative of each party.

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