

1. SCOPE OF APPLICATION

- 1.1. These General Terms and Conditions of Sale (the "GTC") apply exclusively to the sale and delivery of products, including hardware components, spare parts, and consumables that may be sold (the "Products") by FutureDrop Inc. ("FutureDrop"), to the customer (the "Customer", each, a "Party" and together the "Parties").
- 1.2. Notwithstanding Section 1.1 above, the GTC shall not apply to support and maintenance services on Products provided by FutureDrop, which shall be governed by FutureDrop's General Terms and Conditions for Support and Maintenance ("Service Terms"), provided that their application in connection with the relevant Product has been agreed in writing between the Parties.

2. QUOTE, ACCEPTANCE, AND COMPONENTS OF THE PURCHASE CONTRACT

- 2.1. Unless otherwise agreed in writing, FutureDrop will provide a quote for the sale of the Products, which may include FutureDrop's official price list (the "Price List") and may include other documents that will become part of the quote (the "Quote"). The Quote will be valid for thirty (30) days from the date of the Quote and will expire thereafter without further notice.
- 2.2. The Quote and all other related documents provided to the Customer by FutureDrop may neither be disclosed to third parties nor copied by Customer unless FutureDrop has given its explicit written consent.
- 2.3. The written acceptance of the Quote by the Customer constitutes a purchase contract between the Parties (the "Purchase Contract"). FutureDrop will then send the Customer an order confirmation ("Order Confirmation"). Its content is binding on the Customer unless the Customer objects to the Order Confirmation in writing within 5 calendar days of receipt due to inconsistencies between the Quote and the Order Confirmation, in which case the concerned Purchase Contract shall be null and void. If the Customer does not object timely, the Order Confirmation shall prevail in case of any inconsistencies.
- 2.4. The Purchase Contract includes the following documents:
 - the Quote accepted by the Customer;
 - the Order Confirmation; and
 - these GTC.
- 2.5. The use of any software provided by FutureDrop, whether integrated into a Product or separately, may be subject to an End User License Agreement ("EULA").
- 2.6. Unless otherwise agreed in writing, in the event of contradictions between these GTC, the Quote, the Order Confirmation and the EULA, the order of precedence shall be as follows: (a) Sections 11, 12, 14 and 17 of the GTC, (b) the Order Confirmation, (c) the Quote, (d) all other provisions of the GTC, and (e) the EULA. Notwithstanding the preceding sentence, stricter licensing provisions in the EULA will take precedence over any conflicting provisions contained in any other contractual document.
- 2.7. Each Party warrants that it has all the necessary powers and authorizations to enter into and perform the Purchase Contract and that the conclusion and performance of the Purchase Contract does not breach any law or agreement by which it is bound.
- 2.8. Once the Purchase Contract has been concluded in accordance with the above provisions, it is binding on each Party. Withdrawal or termination is not possible unless explicitly stipulated otherwise in the Purchase Contract. Mandatory provisions of the applicable statutory law remain reserved.
- 2.9. Unless otherwise agreed in a writing signed by an authorized officer of FutureDrop, the Purchase Contract constitutes the entire agreement and understanding of the Parties in relation to the sale and delivery of the Products and services connected thereto, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Purchase Contract supersedes any of the Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. FutureDrop expressly rejects the Customer's general terms and conditions of purchase, and fulfillment of the Customer's order does not constitute acceptance of any of the Customer's terms and conditions or serve to modify or amend the Purchase Contract. Acceptance of the Order Confirmation by the Customer (which shall be deemed accepted should the Customer not object in writing within five (5) business days of receipt of the Order Confirmation) is a prerequisite to the purchase of the Products and shall operate as an acceptance of the these GTC, which are expressly incorporated into the Order Confirmation.
- 2.10. The Parties may enter into multiple Purchase Contracts for the sale and delivery of Products. Except as stated herein, each individual Purchase Contract shall be independent of any other Purchase Contract.

3. PURCHASE PRICE AND PAYMENT

- 3.1. Unless otherwise agreed in writing, Customer shall pay the purchase price stated in the Quote (the "Purchase Price") in United States Dollars ("USD").
- 3.2. Any services provided by FutureDrop in connection with Products not explicitly covered by the Purchase Price according to the terms of the

- 3.3. Purchase Contract shall be paid for by the Customer in addition to the Purchase Price ("Additional Fees"). Additional Fees may be incurred, for example, due to activities carried out by FutureDrop in the event of a warranty exclusion or additional installation or training services. Unless otherwise agreed in writing, Additional Fees shall be charged on a time and material basis. Hourly rates for services and costs of materials are based on the applicable FutureDrop Price List.
- 3.4. The Purchase Price and the Additional Fees do not include any customs, shipping, and insurance costs, value added tax, sales tax or other taxes ("Taxes"). Customer shall be responsible for such Taxes.
- 3.5. FutureDrop may in its discretion require the Customer to provide security for the payment of amounts due to FutureDrop under the Purchase Agreement, such as a letter of credit or bank guarantee ("Security").
- 3.6. Unless otherwise stipulated in the Quote or agreed in writing, fifty percent (50%) of the Purchase Price (plus Taxes, and agreed upon expenses) shall be due upon conclusion of the Purchase Contract (the "Prepayment") and fifty percent (50%) of the Purchase Price (plus Taxes and agreed upon expenses) at the time of delivery of the Products ordered. The Additional Fees shall be due upon conclusion of the corresponding services, subject to any deviating provisions in the applicable Quote.
- 3.7. The Purchase Price or the owed parts thereof, as well as the Additional Fees, are due for payment without deductions within 30 days of the invoice date. If any amount payable to FutureDrop pursuant to the Purchase Contract is not paid when due, the Customer shall automatically be in default without any further notice and shall be liable to pay default interest at a rate of five percent (5%) per annum. Notwithstanding the foregoing provision, in case a Prepayment is due according to Section 3.5 above, FutureDrop is only obliged to deliver the purchased Products after it received the Prepayment.
- 3.8. If the Customer defaults on a payment, and such failure continues for a period of five working days, without waiving any other rights under any Purchase Contract or at law, FutureDrop shall be entitled to (a) withhold performance of all pending Purchase Contracts until Customer has paid all amounts due to FutureDrop or (b) terminate any pending Purchase Contract. FutureDrop reserves all further rights under the contract or at law in the event of a payment default.
- 3.9. FutureDrop's acceptance of partial payment of any amounts due shall neither constitute a waiver of FutureDrop's right to collect the amounts due nor an accord or satisfaction. In the event of Customer's payment default if FutureDrop has reasons to doubt the Customer's ability or willingness to pay, FutureDrop may, in its discretion and notwithstanding any agreements to the contrary, also demand advance payment, or Security for the payment of all amounts due to FutureDrop under any Purchase Contract. The Customer shall be responsible for all of FutureDrop's cost and expenses, including reasonable attorney's fees, incurred in collecting any amounts due and unpaid pursuant to these GTC.
- 4.0. If FutureDrop agrees to partial payments of the Purchase Price or otherwise extends credit to the Customer, Customer hereby grants to FutureDrop as security for the timely payment and performance of all of Customer's payment obligations to FutureDrop, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to the Customer and the proceeds thereof. FutureDrop shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in FutureDrop's sole and absolute discretion, to perfect its Security Interest and to establish, continue, preserve, and protect its Security Interest. The Customer agrees to take any and all actions and provide the Customer with all information necessary to enable FutureDrop to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of the Customer's creditors, and hereby grants to FutureDrop an irrevocable power of attorney to execute all necessary statements or documents in the Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire Purchase Price for such Products, and any other amounts due to FutureDrop by Customer. FutureDrop may, without notice, change, or withdraw extensions of credit at any time.

4. DELIVERY

- 4.1. FutureDrop shall arrange shipping and transportation insurance for the Products at its own discretion. The relevant costs shall be borne by the Customer, unless otherwise specified in the Quote.
- 4.2. All Products shall be delivered to the Customer EXW (Incoterms 2020), unless certain aspects such as delivery or insurance are otherwise specified in these GTC or the Quote.
- 4.3. Notwithstanding any provisions to the contrary in the Purchase Contract, FutureDrop shall not be obliged to deliver the Products unless any partial payments owed for them have been credited to FutureDrop's relevant account.
- 4.4. Unless specifically agreed in the Purchase Contract, any date or time for delivery of the Products or of milestones or other dates or times indicated by FutureDrop in connection with the sale and delivery of the Products shall be an estimate only. Delivery shall be deemed to have been made when FutureDrop has delivered the Product to the Customer, without

taking into account the need to perform any installation, inspection or Tests (as defined in Section 5.1 below).

- 4.5. FutureDrop shall endeavor to meet any milestones or deadlines agreed in the Quote, but gives no guarantee that it will be able to do so. FutureDrop shall inform the Customer in advance of any impending postponements of milestones and deadlines, insofar as this is possible and reasonable. If the delay lasts for more than three months, the Customer is entitled to withdraw from the Purchase Contract with regard to the Products affected by the delay. All further claims by the Customer arising from delays, in particular claims for damages, are excluded.
- 4.6. If FutureDrop's performance of its obligations under the Purchase Contract is prevented or delayed by any act or omission of the Customer or its agents, subcontractors, consultants, or employees, FutureDrop shall not be deemed in breach of its obligations under the Purchase Contract or otherwise liable for any costs, charges, or losses sustained or incurred by the Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 4.7. The risk of accidental damage to or loss of the Products shall pass to the Customer from FutureDrop upon delivery of the Products. In the event of a delayed delivery for which the Customer is responsible, the risk shall be transferred to the Customer on the date on which the Products are ready for delivery.
- 4.8. FutureDrop may, in its discretion, without liability or penalty, make partial deliveries of Products to the Customer. Each delivery will constitute a separate sale, and Customer shall pay for the Products delivered whether such delivery is in whole or partial fulfillment of the Purchase Contract.

5. INSPECTION, TESTING

- 5.1. The Customer shall inspect the Products upon delivery and shall notify FutureDrop, in writing, within thirty (30) days of delivery (the "**Inspection Period**") of any Product that fails to meet the specifications communicated by FutureDrop in the Quote or as agreed in writing between the Parties (the "**Non-Conforming Products**"). The Customer will be deemed to have accepted the Products unless it notifies FutureDrop in accordance with this Section 5.1. If FutureDrop confirms that the Products are Non-Conforming Products, FutureDrop shall, in its sole discretion, (i) repair or replace such Non-Conforming Products; or (ii) credit or refund the Purchase Price. FutureDrop shall make arrangements for the return of the Non-Conforming Products at FutureDrop's expense. **THE REMEDIES UNDER THIS SECTION 5.1 ARE THE CUSTOMERS SOLE REMEDIES FOR NON-CONFORMING PRODUCTS.**
- 5.2. If agreed in writing, FutureDrop may assist the Customer in performing an Installation Test and/or Function Test (each a "**Test**"). "**Installation Test**" means a test performed at the time of installation to verify that all aspects of the installation meet FutureDrop's specifications. "**Function Test**" means a test to be performed after installation to prove that all components of the Product function consistently within any limits and tolerances agreed between FutureDrop and the Customer in writing.
- 5.3. The Customer's signature on a report confirming that a Function Test and, if applicable, Installation Test has been performed successfully represents the Customer's acceptance of the Product.
- 5.4. If the Customer puts the Product into operation before any agreed upon Tests have been completed, the Product shall be deemed accepted.
- 5.5. The Customer is responsible to enable FutureDrop to perform any agreed upon Test. Any delay in performing an agreed upon Test that is not FutureDrop's responsibility does not extend the Inspection Period in Section 5.1 above.
- 5.6. In any event, it is the Customer's responsibility to carry out a performance test to ensure by means of appropriate testing and/or calibration procedures that the final result of specific processes or sample-taking meets all the requirements for approval of the Product in terms of correct operation, measurement and safety. FutureDrop shall only offer its assistance with a performance test of this kind to the extent agreed separately in writing between the Parties. Unless otherwise specified in an agreement of this kind, FutureDrop accepts no liability whatsoever for the performance parameters tested in the course of any such performance tests.

6. SOFTWARE LICENSE AND RESTRICTIONS

- 6.1. Subject to payment of the Purchase Price owed by the Customer, FutureDrop hereby grants the Customer a non-exclusive, non-sublicensable license for the use of the FutureDrop software listed in the Quote (the "**Software**") and all related documentation provided by FutureDrop (the "**Documentation**", and, collectively with the Software as the "**Software Product**") solely for the purpose described in the Documentation and subject to the applicable EULA (the "**License**"). The term of the License shall be the period during which the Product can be used by the Customer and is also specified in the Documentation if necessary. The License is non-transferable.
- 6.2. The Customer shall not use the Software Product for any purposes beyond the scope of the License. Without limiting the foregoing, the Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software Product, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software Product; (iii) reverse engineer,

disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software Product; or (v) use the Software 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.

- 6.3. If the Customer has not concluded a support and maintenance agreement with FutureDrop in relation to the Product, the following provisions shall apply:
 - Inquiries to FutureDrop in connection with Software Products or hardware for FutureDrop's Products shall result in additional costs for the Customer, unless the services to be provided by FutureDrop are considered to be warranty services according to Section 11 below;
 - Updates and releases of the Software will only be made available during the Product's Warranty Period.
- 6.4. The Customer acknowledges and accepts that FutureDrop's Products must be registered in order to be operable or fully operable.
- 6.5. The Customer acknowledges and accepts that FutureDrop may send them newsletters. They can unsubscribe from these newsletters at any time.

7. OPERATION, MAINTENANCE AND REPAIR

- 7.1. Unless otherwise agreed by the Parties in writing, the Customer shall be solely responsible for the routine maintenance of the Products and for the purchase of products and services from third parties that are necessary for the safe and proper operation and routine maintenance of the Products.
- 7.2. In the operation and maintenance of the Products, the Customer shall only use third-party products and services that are approved in writing by FutureDrop. Only FutureDrop, its designated service provider, or a vendor approved by FutureDrop in writing shall provide any repair or non-routine maintenance service of any Product.
- 7.3. The Customer acknowledges and accepts that only Customer personnel that is appropriately trained shall operate and perform routine maintenance of the Products and that the Customer is solely responsible for ensuring that its personnel is trained in the proper use and operation of the Products. If agreed in writing, FutureDrop will provide requisite training and may certify the Customer's personnel.
- 7.4. The Customer warrants that in the operation and maintenance of the Product it will comply with all any and all instructions given by FutureDrop and the provisions of the Purchase Contract.
- 7.5. Any violation of any of Sections 7.2, 7.3, or 7.4 above shall void any and all warranties of FutureDrop with respect to the relevant Product.

8. INTENDED USE

- 8.1. The Products, including any Software Products, may only be operated or used by the Customer in accordance with the purposes, specifications and areas of application set out in the product description issued by FutureDrop (the "**Intended Purpose**"). Unless specifically agreed in writing, the Products may not be modified or combined with other products or components.
- 8.2. Notwithstanding the generality of Section 8.1 above, the Customer acknowledges and agrees that it (i) shall not use the Products in the area of coatings for wearable optics (the "**Field**"), (ii) shall not be provided with services by FutureDrop in the Field, and (iii) shall not use Products or Services provided by FutureDrop outside the Field intending to operate within the Field.
- 8.3. Any violation of any of Sections 8.1 or 8.2 above shall void any and all warranties of FutureDrop with respect to the relevant Product and shall entitle FutureDrop to terminate any or all agreements between the Parties with immediate effect.

9. COMPLIANCE WITH LAW

In operating and maintaining the Products, the Customer shall comply with all applicable laws, regulations, and ordinances. The Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. The Customer shall comply with all export and import laws of all countries involved in the sale of the Products under the Purchase Contract or any resale or other transfer of the Products by the Customer. The Customer assumes all responsibility for procuring any government import clearance, registration, license or approval that may be required to own or operate the Products.

10. REPORTING OBLIGATIONS

- 10.1. Without prejudice to any reporting obligations imposed by applicable law, the Customer shall promptly give FutureDrop written notice of any malfunction, failure or negative change in the characteristics or performance of any Product, including without limitation any error report displayed or logged by the Software. The Customer shall also promptly give FutureDrop written notice of any inadequacy of the labeling or operating instructions of a Product.

- 10.2. The Customer shall report all incidents, near-incidents and recalls relating to the Customer's operation or maintenance of the Products to the competent authorities in accordance with the requirements of applicable law and shall promptly provide FutureDrop with a copy of the report.
- 10.3. Not later than three working days of becoming aware of any claim asserted by a third party (including any governmental authority) in relation to any Product, the Customer shall give notice to FutureDrop of such claim, providing copies of any written notice, demand or similar communication received by the Customer.
- 10.4. The Customer shall provide FutureDrop each of the notices and reports required pursuant to Sections 10.1, 10.2, and 10.3 above no later than three (3) days after the Customer becomes aware of the facts giving rise to its obligation.

11. LIMITED WARRANTY

- 11.1. FutureDrop warrants that the Products sold and paid by the Customer pursuant to the Purchase Contract will be free from defects in material and workmanship and will comply with the specifications agreed upon in writing between the Parties during the Warranty Period. Deviations from specifications which do not materially affect the performance of the Products shall not be deemed to constitute defects of material or workmanship or a failure of the Products to comply with such specifications.
- 11.2. The warranties set forth in Section 11.1 above shall not apply to any Products that (i) have been subject to improper commissioning, handling, installation, or operation; misuse, neglect; (ii) have been damaged by accident; (iii) have defects that are the result of ordinary wear and tear; (iv) have been used with accessories, devices, consumables (including without limitation reagents), spare parts or software not provided or approved in writing by FutureDrop; (v) have been maintained (other than routine maintenance by the Customer) or repaired by anyone not approved in writing by FutureDrop; or (vi) have been modified by anyone without FutureDrop's prior written authorization.
- 11.3. Notwithstanding the provisions of Sections 11.1 and 11.2 above, FutureDrop does not warrant that the use of the Software or any other software related to the Products will be uninterrupted or error-free. FutureDrop also disclaims any warranty with respect to software provided by third parties or any open-source components of any Software.
- 11.4. FutureDrop makes no warranty that the Products will conform to requirements of applicable law, unless explicitly stipulated otherwise in the Purchase Contract. The Customer alone is responsible and liable for ensuring that use of the Products in the specific area of application and territory complies with applicable law.
- 11.5. Unless otherwise stipulated in the corresponding Quote, the warranty period for all Products shall be twelve months from delivery (the "**Warranty Period**").
- 11.6. The Customer shall notify FutureDrop of any warranty claim during the Warranty Period within ten (10) days from the time when the Customer became aware or exercising due care should have become aware of a defect and shall upon FutureDrop's request provide reasonable evidence of the defect and give FutureDrop a reasonable opportunity to examine the Products. If the Customer fails to inform FutureDrop in due time of any defects, any warranty claims regarding such defects shall be excluded. When submitting a warranty claim to FutureDrop for a Product of the "Certus" product group in the context of return shipments, the Customer must enclose a decontamination confirmation in accordance with FutureDrop's documentation for the Product. If the Customer fails to provide such decontamination confirmation, all warranty claims shall be excluded.
- 11.7. If FutureDrop accepts Customer's warranty claim, FutureDrop will in its discretion repair or replace a defective Product. In the event that a repair has failed to cure the defect ninety (90) days or more from when such repair was first attempted, or a replacement Product fails at least three times, FutureDrop will instead refund to Customer the purchase price for the defective Product, minus the value of the use of the Product prior to its defect, calculated by FutureDrop using straight-line depreciation based on the Purchase Price from when the Product was first put into useful operation until the time of its defect, provided that Customer shall first return the Product as instructed by FutureDrop, at FutureDrop's risk and expense.
- 11.8. Notwithstanding Section 11.7 above, if FutureDrop has not performed an Installation Test nor assisted the Customer with a Function Test, or if the Products have not been maintained by FutureDrop or any of its affiliates or a service provider approved by FutureDrop, the Customer's warranty claim shall be limited to free delivery of spare parts required to repair the defective Product.
- 11.9. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS CONTAINED IN THIS SECTION 11 CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CUSTOMER FOR ANY WARRANTY CLAIM. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS SECTION 11, FUTUREDROP HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM A COURSE OF DEALING, CUSTOM OR TRADE AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS WITH RESPECT TO THE PRODUCTS AND SOFTWARE FURNISHED BY FUTUREDROP HEREUNDER. Certain jurisdictions do not permit the disclaimer of certain warranties, so this limitation may not apply to the Customer.

12. LIABILITY

- 12.1. IN NO EVENT SHALL FUTUREDROP BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES RESULTING FROM FUTUREDROP'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE PURCHASE CONTRACT OR THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS SOLD, AND SOFTWARE PRODUCT LICENSED, PURSUANT HERETO OR ANY DAMAGES BASED ON THE ANALYSIS RESULTS GENERATED BY THE CUSTOMER USING THE PRODUCTS OR THE SOFTWARE. WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FUTUREDROPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 12.2. IN NO EVENT SHALL FUTUREDROP'S LIABILITY EXCEED 20% OF THE U.S. DOLLAR AMOUNT EQUAL TO THE AMOUNT PAID BY THE CUSTOMER UNDER THE APPLICABLE PURCHASE CONTRACT FOR THE COST OF THE PRODUCT GIVING RISE TO A CLAIM.
- 12.3. The limitation of liability set forth in Section 12.2 above shall not apply to (i) liability resulting from FutureDrop's gross negligence or willful misconduct and (ii) death or bodily injury resulting from FutureDrop's acts or omissions.
- 12.4. ANY LAWSUIT BY THE CUSTOMER FOR BREACH OF THE PURCHASE CONTRACT AGAINST FUTUREDROP MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE WHEN THE CAUSE OF ACTION ACCRUES OR, IN THE CASE OF AN ACTION FOR WARRANTY CLAIMS UNDER SECTION 10 ABOVE, WHEN THE CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT. Lawsuits not filed within this one (1) year period are barred. This provision is intended to shorten the statute of limitations to the maximum extent permitted by law.

13. INDEMNIFICATION

- 13.1. In the event of a claim by a third party of infringement of proprietary rights, trademarks, or patents, resulting from compliance with the Customer's designs, specifications, or instructions, the Customer will defend, indemnify and hold FutureDrop and its affiliates harmless against any expense or loss ensuing from such a claim.
- 13.2. The Customer shall indemnify and hold harmless FutureDrop and its affiliates and their respective officers, directors, employees and agents from any damages, losses, claims, actions, penalties, or judgments ("**Claims**") resulting from the Customer's breach of any provision of this Purchase Contract or Customer's or its personnel's negligence. If the Customer transfers a Product to a third party, the Customer shall also indemnify and hold FutureDrop harmless from any Claims arising out of the transferee's acts or omissions that would be the Customer's breach of Section 8.1 or 8.2 above.

14. INTELLECTUAL PROPERTY

- 14.1. FutureDrop and its licensors are and shall remain the sole and exclusive owners of all intellectual property rights in and to all Products sold and to all Software Products licensed hereunder and any related specifications, instructions, documentation or other materials, and any and all improvements thereto, including, but not limited to, all related copyrights, patents, trademarks and other intellectual property rights, subject only to the License granted pursuant to Section 6.1 above. Customer does not and will not have or acquire any other intellectual property rights in or to any Product or any Software Product.
- 14.2. All copyrights and other intellectual property rights to any services performed by FutureDrop, and to any deliverables or other works created by FutureDrop under the Purchase Contract or in performing such services shall vest in and shall remain the sole property of FutureDrop.
- 14.3. Except for the licenses specifically granted by FutureDrop under the Purchase Contract and, if applicable, the EULA, the Purchase Contract is not intended to and does not, grant or transfer any ownership or any other rights including any intellectual property rights, with respect to any Product or Software Product to the Customer.
- 14.4. All rights, including without limitation, all intellectual property rights, in and to all suggestions, enhancement requests, feedback, recommendations or other information communicated by the Customer with respect to any Product or Software Product that is subject to the Purchase Contract or that was communicated to FutureDrop in contemplation of the Purchase Contract ("**Feedback**") shall be owned exclusively by FutureDrop and shall be FutureDrop's Confidential Information. To the extent any rights to such Feedback do not automatically vest in FutureDrop, the Customer

hereby, on behalf of itself and any of its representatives who provided such Feedback on behalf of the Customer, assigns any and all such rights irrevocably to FutureDrop and agrees, at FutureDrop's request, to promptly take or cause its representatives to take all actions deemed reasonably necessary by FutureDrop to effectuate the transfer or registration of such rights, including without limitation the execution of any necessary instruments.

15. CONFIDENTIALITY AND DATA PROTECTION

- 15.1. **"Confidential Information"** within the meaning of the Purchase Contract includes all information which one Party (the **"Disclosing Party"**) provides or has already provided to the other Party (the **"Receiving Party"**) in connection with or in contemplation of the Purchase Contract, regardless of the form in which it was transmitted, provided that this information has been clearly marked as "confidential". Without this marking, the information provided is never Confidential Information, unless otherwise stipulated in the Purchase Contract. Quotes issued by FutureDrop and related documents shall notwithstanding the foregoing provisions always be deemed Confidential Information of FutureDrop.
- 15.2. Information shall not be regarded as Confidential Information
- if it is generally known at the time it was disclosed to the Receiving Party;
 - if the Receiving Party already knew the information when it was disclosed to it by the Disclosing Party and did not learn it from a party that was under a duty of confidentiality with respect to the information; or
 - if the Receiving Party developed the information independently without using Confidential Information of the Disclosing Party.
- 15.3. The Receiving Party shall protect the Confidential Information from unauthorized disclosure using the same level of care as it would use to protect its own proprietary and confidential information from unauthorized disclosure and in no event a lesser level of care than that of a reasonably prudent person. The Receiving Party shall not use the Confidential Information for any purpose except to perform its obligations under this Agreement and shall not disclose or copy the Confidential Information without the Disclosing Party's prior written authorization.
- 15.4. The confidentiality obligations pursuant to this Section 15 shall apply for a period of five (5) years after conclusion of the corresponding Purchase Contract.
- 15.5. If the Parties conclude a separate written confidentiality agreement the provisions of that agreement shall prevail.
- 15.6. In processing personal information it receives from the other Party, each Party shall comply with all applicable laws regarding data protection.

16. FORCE MAJEURE

- 16.1. No Party shall be liable for any loss resulting from its delay or failure to perform, and shall not be deemed to have defaulted under be in breach of the Purchase Contract, if its failure or delay in performing any of its obligations (except obligations to make payments hereunder) is caused by or results from any circumstance, direct or indirect, reasonably beyond the control of such Party (the **"Impacted Party"**) including, without limitation, acts of God, fire, flood, accident, explosion, or mechanical breakdown; strike or other labor trouble; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; embargoes or blockades in effect on or after the date of the of the Purchase Contract; epidemics or pandemics; national or regional emergency; telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space; inability or delay in obtaining supplies of adequate or suitable materials; unavailability of or interference with the usual means of transporting the Products or compliance with any law, regulation, order, recommendation or request of any governmental authority (each a **"Force Majeure Event"**). The Impacted Party shall give the other Party notice of any Force Majeure Event, stating the period of time the occurrence is expected to continue. In the event of a shortage of any Products due to a Force Majeure Event, FutureDrop may apportion its available Products among itself, its affiliates, and all its customers in such equitable manner as it deems fair and reasonable. Any delivery date may be extended, at the option of the Impacted Party, to the extent of any failure or delay in its performance is caused by or results from any Force Majeure Event. If the failure or delay of the Impacted Party's performance exceeds sixty (60) days, either Party is entitled to withdraw from the corresponding Purchase Contract with immediate effect. To the extent FutureDrop has not fulfilled its obligations under the Purchase Contract it shall refund to the Customer the corresponding portion of the Purchase Price it has received, and to the extent FutureDrop has fulfilled its obligations under the Purchase Contract, it shall be entitled to the corresponding portion of the Purchase Price. Except as set forth in the preceding sentence, neither Party shall have any claim for damages against the other Party.

17. MISCELLANEOUS

- 17.1. FutureDrop shall be entitled to engage subcontractors to provide the Services under the Purchase Contract without requiring the Customer's

consent. Upon request, FutureDrop shall inform the Customer of any third parties involved and shall ensure that such third parties enter into a confidentiality agreement with provisions similar to those set out in Section 15 above.

- 17.2. All notices required or permitted to be given hereunder shall be in writing and shall be addressed to the Parties at their respective addresses set forth in the Quote or as otherwise agreed in writing. Each such notice shall be delivered to the addressee by hand, by certified mail, return receipt requested, or by nationally recognized overnight courier service. A notice shall be deemed delivered: if by hand, when handed to the recipient; and when sent by certified mail or courier service, upon electronic notification that delivery was made or was attempted three times. Notwithstanding the foregoing, routine communications between the Parties in the course of performance under the Purchase Contract may be made by email.
- 17.3. These GTC and the Purchase Contract may only be amended or modified in a writing which specifically states that it amends these GTC and the Purchase Contract and that is signed by an authorized representative of each Party.
- 17.4. Should one or more of the provisions of the Purchase Contract be or become void or ineffective, this shall not affect the remaining parts of the Purchase Contract. In the event that a clause is invalid or ineffective, it shall be replaced by a clause that comes closest to the economic purpose of the invalid provision.
- 17.5. The relationship between the Parties is that of independent contractors. Nothing contained in the Purchase Contract 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.
- 17.6. Except as provided in Section 13 above or as may be specifically agreed in writing, the Purchase Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Customer.
- 17.7. The Customer shall have no right to offset payments unless its claim has been expressly acknowledged in writing by FutureDrop or has been established in a final judgment by a court of competent jurisdiction. The Customer shall not have the right to assign claims to third parties without the written consent of FutureDrop.
- 17.8. FutureDrop shall be entitled to assign the Purchase Contract and the rights and obligations contained therein or parts thereof in whole or in part. The Customer shall not assign any of its rights or obligations under the Purchase Contract to any person without FutureDrop's prior written consent.
- 17.9. The failure or omission of FutureDrop to enforce any of the provisions of the Purchase Contract shall not be construed or deemed to be a waiver of FutureDrop's rights, nor shall it affect the validity of the entire Purchase Contract or any part thereof. It in no way affects the rights of FutureDrop to take subsequent measures.
- 17.10. Headers in these GTC and the Purchase Contract are for convenience only.
- 17.11. The provisions of the Purchase Contract which by their nature should apply beyond fulfillment of the Purchase Contract will remain in force, including after any termination or expiration of the Purchase Contract, including, but not limited to Sections 2.6, 2.7, 3.8, 3.9, 7, 8, 11, 12, 13, 14, 15, 17.2, 17.7, 17.11, 17.12, 17.13 and 17.14.
- 17.12. These GTC shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Delaware. The Parties specifically exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.13. The state and federal courts with jurisdiction over the principal place of business of FutureDrop shall have exclusive jurisdiction to resolve any legal suit, action or proceeding arising out of or in connection with the Purchase Contract. Notwithstanding the preceding sentence, FutureDrop shall also be entitled to bring any action to enforce its rights under the Purchase Contract against the Customer at the Customer's place of business.
- 17.14. Each Party acknowledges and agrees that the remedies at law for a breach or threatened breach of any of the provisions of Section 14 above (Intellectual Property) or 15 above (Confidential Information), would be inadequate and the Party affected by such breach or threatened breach (the **"Affected Party"**) would suffer irreparable damages as a result of such breach or threatened breach, and each Party agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Affected Party shall have the right to seek from any court of competent jurisdiction equitable relief in the form of specific performance, a temporary restraining order, or a temporary or permanent injunction or any other equitable remedy which may then be available, without posting a bond.

October 2024

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USA