

END USER LICENSE AGREEMENT FOR RACCOON LAB

of November 20th, 2023

RACCOON LAB LLC

965 West Chicago Avenue, Chicago, IL 60642-5413, United States

hereafter

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SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT (THE “EULA”) CAREFULLY BEFORE USING SOFTWARE FROM Raccoon Lab. BY SIGNING OR ELECTRONICALLY ACCEPTING THIS EULA OR ANY ORDER FORM, AGREEMENT OR OTHER DOCUMENT REFERENCING THIS EULA (EACH, A “CUSTOMER AGREEMENT”), OR BY ACTIVATING A LICENSE KEY FOR OR USING Raccoon Lab SOFTWARE, YOU SIGNIFY YOUR ACCEPTANCE OF THIS EULA AND ACKNOWLEDGE AND REPRESENT THAT YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, THEN YOU MUST NOT USE THE Raccoon Lab SOFTWARE.

This EULA governs the use of any version of Raccoon Lab Software (“Software”), and any related updates, source code, appearance, structure and organization (together, the “Raccoon Lab Operating System”), regardless of the delivery mechanism.

1. License Grants and Use Rights

Subject to the terms of this EULA, the Raccoon Lab entity listed in the Customer Agreement and if no entity is listed in the Customer Agreement or any agreement between you and Raccoon Lab, RACCOON LAB LLC., (“Raccoon Lab”), grants to you:

- a. a perpetual, non-transferable, non-exclusive, worldwide, non-sublicensable, limited license to use the Software (as defined herein) solely in connection with the hardware on which the Software or certain of its components is originally installed and solely for your internal business purposes (the “Software License”);
- b. a non-transferable, non-exclusive, worldwide, non-sublicensable, limited license to use the documentation for the licensed Software (the “Documentation”) solely for your internal business purposes in connection with your use of the Software (the “Documentation License”).

in each case as purchased from Raccoon Lab or an authorized Raccoon Lab reseller or granted under agreed conditions in the Customer Agreement or as a development license. The Software License, and the Documentation License are revocable by Raccoon Lab under the conditions set forth in this EULA.

2. Third-Party Materials

The Software License and right to use pertain solely to your use of the Software and are not intended to limit your rights under, or grant you rights that supersede, the license terms of any software that may be made available with the Software that is subject to an open-source software license or a license from a third-party. The license terms for open-source software or third-party software that may be provided in connection with the Software are provided with the Documentation.

3. Evaluation Licenses and Use Rights

In the event you obtain the license to use the Software through an evaluation license without having purchased a license to use the Software for a license fee under the terms of a Customer agreement with Raccoon Lab or an authorized reseller, all use of the Software shall be limited to testing purposes and not for production use (“Evaluation”). Unless otherwise agreed by Raccoon Lab in writing, Evaluation of the Software shall be limited to an evaluation environment and the Software shall not be used in the operation of your business or any other non-evaluation purpose. Unless otherwise agreed by Raccoon Lab in writing, you shall limit all Evaluation use to a single evaluation term as set forth in the applicable Customer Agreement and shall not download or otherwise obtain additional copies of the Software for Evaluation.

4. Reserved Rights

You acquire a limited perpetual license and right to use, as applicable, the Software and the Documentation but no rights of ownership. Raccoon Lab reserves all rights to the Software not expressly granted to you. Title to the Software each component, copy and modification, including all improvements and derivative works, whether made by Raccoon Lab, you or others on Raccoon Lab's behalf, including those made at your suggestion and all associated intellectual property rights, are and shall remain the sole and exclusive property of Raccoon Lab and/or its licensors.

5. Customer Data

You will own all right, title and interest in and to non-public data you provided to Raccoon Lab (or received by Raccoon Lab through your interaction with the Software to enable the maintenance of the Software (“Customer Data”). You irrevocably grant all such rights and permissions in or relating to Customer Data: (a) to Raccoon Lab, its contractors and its and their employees as are necessary or useful to perform their obligations or exercise their rights under the EULA, or as otherwise permitted under the EULA; and (b) to Raccoon Lab, as are necessary or useful to enforce the EULA. In addition you hereby grant Raccoon Lab the right to: (i) use Customer Data to compile statistical and other information related to the performance, operation and use of the Software and (ii) use, copy and analyze data produced from any or all of your access to and use of the Services and/or Raccoon Lab’s provision of the Services in aggregated, de-identified form for security and operations management, to create statistical analyses, to improve Raccoon Lab’s services, software, technology or processes, for research and development purposes, and in order to improve and to train Raccoon Lab’s artificial intelligence and machine learning capabilities. For the avoidance of doubt, such aggregated data will not allow for the identification of any individual.

6. Restrictions

You shall use the Software only in strict accordance with the instructions and warnings in the Documentation and in accordance with all Raccoon Lab policies relating to the Software (“Policies”) communicated to you and your failure to do so shall be a violation of this EULA. You shall not use the Software for any purposes beyond the scope of Software License granted in this EULA. In particular, the Software License does not authorize you (nor may you allow any third-party) to: (a) copy, distribute, reproduce, use or allow third-party access to the Software; (b) decompile, disassemble, reverse engineer, translate, modify, convert or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, including the source code or source listings or any trade secret information or process contained in the Software (except as permitted under applicable law); (c) execute or incorporate other software (except for approved software as appears in the documentation for the Software or specifically approved by Raccoon Lab in writing) into the Software, or create a derivative work of any part of the Software; (d) remove any trademarks, trade names or titles, copyright notices or any other proprietary marking on the Software; (e) disclose the results of any benchmarking of the Software (whether or not obtained with Raccoon Lab’s assistance) to any third-party; (f) attempt to circumvent any user limits or other license, copy protection mechanism or use restrictions that are built into, defined or agreed upon, regarding the Software.

7. Your User Responsibilities

You are responsible for obtaining and maintaining any and all equipment, including the airframe and any ground station hardware, to use the Software (“Equipment”) and for maintaining security of such Equipment and related passwords and any tokens or other items to enable authorized access. You must not allow unauthorized individuals to gain access to such items and must immediately notify Raccoon Lab of any unauthorized use of such items or any other breach of security related to, the Software, or your Equipment. You are responsible and liable for all uses of the Software and the Documentation, whether such use is permitted by or in violation of this EULA. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of individual users who gain access to the Software via your Equipment, and any act or omission by such user that would constitute a breach of this EULA if taken by you will be deemed a breach of this EULA by you. You shall use reasonable efforts to make all users to whom you permit use of the Software aware of the provisions of this EULA as applicable to their use of the Software and of the Documentation and the Policies and shall cause such users to comply with the provisions thereof.

8. Monitoring and Suspension

The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use that is prohibited under Section 6. Although Raccoon Lab has no obligation to monitor your use of the Software, Raccoon Lab may do so. Notwithstanding anything to the contrary in this EULA, Raccoon Lab may temporarily suspend your use or access to any component or all of the Software if: (i) Raccoon Lab reasonably determines that (a) there is a threat or attack on Raccoon Lab’s intellectual property in connection with your use, (b) your use of the Software disrupts or poses a security risk to the Software or the intellectual property rights of Raccoon Lab or to any other customer or vendor of Raccoon Lab, (c) you are using the Software for fraudulent or illegal activities or in violation of the terms of the license granted herein, (d) Raccoon Lab’s provision of Software to you is prohibited by applicable law; (ii) any vendor of Raccoon Lab has suspended or terminated Raccoon Lab’s access to or use of any third-party services or products required to

enable you to use the Software; or (iii) if you are delinquent in the payment of amounts due pursuant to the Customer Agreement and if such delinquency exceeds the grace period (if any) in the Customer Agreement (each of the foregoing, a “Suspension”). Raccoon Lab will use commercially reasonable efforts to provide written notice of any Suspension to you and to provide updates regarding resumption of use or access following any Suspension. Raccoon Lab will use commercially reasonable efforts to resume providing use of the Software as soon as reasonably possible after the event giving rise to the Suspension is cured. Raccoon Lab will have no liability for any damage, liabilities, losses (including any loss of data, use, or profits), or any other consequences that you may incur as a result of a Suspension.

9. Maintenance

The Software License hereunder includes basic software maintenance for a period of 24 months from activation of the Software, provided you comply with the terms of this EULA. Maintenance and support will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, “Updates”) as Raccoon Lab makes generally available to all licensees of the Software then entitled to maintenance services. Raccoon Lab may develop and provide Updates in its sole discretion, and you agree that Raccoon Lab has no obligation to develop any Updates at all or for particular issues. You further agree that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this EULA. Maintenance does not include any new version or new release of the Software that Raccoon Lab may issue as a separate or new product, and Raccoon Lab may determine whether any issuance qualifies as a new version, new release, or Update at its sole discretion. Raccoon Lab will stop providing maintenance for versions of the Software 12 months after the release of a new version of the Software. Raccoon Lab has no obligation to provide maintenance, including Updates for any but the most current version or release of the Software; for any copy of Software for which all previously issued Updates have not been installed; if you are in breach under this EULA; or for any Software that has been modified other than by or with the authorization of Raccoon Lab, that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Raccoon Lab in writing; or any Software that is made available under an Evaluation license.

10. Limited Warranty

Raccoon Lab represents and warrants that (a) for a period of thirty (30) days after delivery to you, the Software will substantially function as designed; and (b) to Raccoon Lab’s knowledge, at the time of delivery, the Software will not include malicious mechanisms or code for the purpose of damaging or corrupting the Software. The aforementioned warranty will not apply and be null and void if you materially breach a provision of this EULA, or if you or any user whom you permit to use the Software, whether or not in violation of this EULA: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or authorized by Raccoon Lab in writing; (ii) modifies or damages the Software, or the media on which the Software is provided, including abnormal physical or electrical stress; or (iii) misuses the Software including any use other than as specified in the Documentation or explicitly authorized in writing by Raccoon Lab.

11. WARRANTY LIMITATIONS

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10, THE SOFTWARE AND ANY DOCUMENTATION DELIVERED THEREWITH AND THEIR RESPECTIVE COMPONENTS ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, Raccoon Lab, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS, DISTRIBUTORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION AND COMPONENTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION OF THE FOREGOING, Raccoon Lab PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET THE LICENSEE’S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. IF THE SOFTWARE IS MADE AVAILABLE TO YOU UNDER AN EVALUATION LICENSE OR A DEVELOPMENT LICENSE THEY ARE PROVIDED “AS IS” AND Raccoon Lab MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SOFTWARE.

12. Remedies

Your only remedy, and Raccoon Lab's sole obligation in case the Software does not conform to the limited warranty in Section 11, is for Raccoon Lab to make such efforts as it deems commercially reasonable to modify or adapt the Software or the affected component to make it or them function as designed, and if Raccoon Lab is unable to do so despite diligent efforts, or if Raccoon Lab decides, in its discretion, that the cost or effort required to do so is not commercially reasonable, Raccoon Lab may terminate the Software License and use right.

13. EXCLUSION OF DAMAGES

IN NO EVENT WILL Raccoon Lab OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, OR ANY RESELLER, BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS EULA, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT Raccoon Lab OR ANY RESELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Limitation of Liability

IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF Raccoon Lab AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS, UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO Raccoon Lab PURSUANT TO THIS EULA FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM.

15. Term and Termination

The term of the License and/or use right is perpetual (the "Term") notwithstanding this, the License and use right are revocable at any time by Raccoon Lab effective upon written or electronic notice to you. Raccoon Lab also may terminate this EULA, effective on written or electronic notice to you, if you breach any of the provisions of Sections 5, 6, 7, or 8. Either Party may terminate this EULA, effective on written notice to the other Party, if the other Party materially breaches this EULA, and such breach is incapable of cure or, being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach. Upon termination of this EULA, the use right and the Documentation License will end with immediate effect. You must immediately discontinue the use of the Software, and the Software License. Raccoon Lab may take technological measures to terminate your use of the Software.

16. Export Control

You represent and warrant that you: (a) understand that the Software, the Documentation, and their components may be subject to export controls under U.S. and foreign laws, including the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under export control or sanctions regulations; (c) will not export, re-export, or transfer the Software to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Software, the Documentation, or any of their components for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by applicable law, such as an arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Software, the Documentation, or any of their

components to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Software or the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

17. U.S. Government Rights

The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are a part of the U.S. government or any contractor therefor, you shall receive only those rights with respect to the Software, and the Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

18. Miscellaneous

- a. All matters arising out of or relating to this EULA shall be governed and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this EULA or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the County of Ventura, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Each of you and Raccoon Lab hereby irrevocably waive your right to a jury trial. You acknowledge and agree that your breach or threatened breach of any of your obligations under Section 5 would cause Raccoon Lab irreparable harm for which monetary damages would not be an adequate remedy and agree Raccoon Lab will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available.
- b. Except for the documents and instruments specifically referenced herein, this EULA constitutes the entire agreement between you and Raccoon Lab regarding its subject matter and supersedes all proposals, negotiations, conversations, discussions, agreements or representations, whether oral or written, including any industry custom or past dealing, between the parties relating to the subject matter and they shall be of no further effect or evidentiary value. This EULA may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this EULA, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this EULA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- c. You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of its obligations or performance, under this EULA, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Raccoon Lab's prior written consent, which consent Raccoon Lab may give or withhold in its sole discretion. No delegation or other transfer will relieve you of any of your obligations or performance under this EULA. Any purported assignment, delegation, or transfer in violation of this Section 13 (c) is void. Raccoon Lab may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this EULA without your consent. This EULA is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- d. Raccoon Lab will not be responsible or liable to you, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, pandemic, or other viral outbreaks, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or your equipment, loss and destruction of property, or any other circumstances or causes beyond Raccoon Lab's reasonable control.
- e. If any term or provision of this EULA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this EULA or invalidate or render unenforceable such term or provision in any other jurisdiction.

HARDWARE LICENSE AGREEMENT

1. General

These Hardware License Agreement Terms (these “Terms”) govern the sale and delivery of any Raccoon Lab Hardware (the “Products” and each, a “Product”), by or on behalf of Raccoon Lab Inc. (“Raccoon Lab”) to any of its customers (each, a “Buyer”). The hardware products sold pursuant to these Terms are “goods” as defined in the Illinois Uniform Commercial Code. Except for any operating system that is an integral part of the Product, these Terms do not cover the license of any software or the right to use any software as a service (SaaS) of Raccoon Lab that may be provided concurrently with or separately from the sale of any Product, and any such license or right to use must be acquired by Buyer subject to a separate agreement with Raccoon Lab or an authorized reseller.

No other terms or conditions shall be of any effect with respect to the sale and delivery of Products unless otherwise specifically agreed upon by Raccoon Lab in a writing duly executed by an authorized representative of Raccoon Lab. Any additional or different terms or conditions contained in Buyer's order or response to Raccoon Lab's confirmation shall be deemed objected to and rejected by Raccoon Lab and shall not be binding on Raccoon Lab. No general terms and conditions of Buyer shall at any time form a part of the content of any contract or agreement between the Buyer and Raccoon Lab, even if they are not expressly rejected by Raccoon Lab.

These Terms supersede any and all prior oral quotations, communications, agreements or understandings of the parties in respect of the sale and delivery of the Products and shall supersede any and all other terms and conditions contained in any order placed by Buyer otherwise communicated by Buyer.

Failure of Raccoon Lab to object to terms and conditions communicated by Buyer shall in no event be construed as an acceptance of any other terms and conditions. Any communication or conduct of Buyer which confirms an agreement for the delivery of Products by Raccoon Lab, as well as acceptance in whole or in part by Buyer of any delivery of Products from Raccoon Lab shall constitute an unqualified acceptance by Buyer of these Terms.

If Buyer finds any Term not acceptable, Buyer must notify Raccoon Lab immediately and must reject the Products delivered under these Terms. Deviations from these Terms require the written approval of Raccoon Lab.

2. Offers, Orders and Confirmation

Raccoon Lab proposes to sell and deliver to Buyer, and Buyer proposes to purchase and accept from Raccoon Lab, the Products described on or in any order, agreement or quotation, or any combination thereof (an “Order”).

All offers made by Raccoon Lab are revocable and subject to change without notice to Buyer. Raccoon Lab shall be entitled to refuse an Order for any or no reason. No Order is binding upon Raccoon Lab until the earlier to occur of Raccoon Lab's acceptance of the Order in writing or the delivery of the Products to the Buyer (a “Confirmed Order”). Notwithstanding any prior confirmation of an Order by Raccoon Lab, Raccoon Lab shall have no obligation to deliver Products to Buyer or otherwise perform any of its obligations set forth in the Confirmed Order or herein if Buyer is in breach of any of its obligations hereunder or the Confirmed Order.

Confirmed Orders are binding upon the Buyer and Raccoon Lab shall be free to accept or reject any proposed cancellation or modification of a Confirmed Order by the Buyer. In the event Raccoon Lab accepts a cancellation or modification of any Confirmed Order, Buyer shall bear all costs associated with such cancellation or modification, including without limitation costs of manufacture, shipping and handling of the relevant Products and, if Raccoon Lab cannot within [three months] from the date of cancellation or modification of the Confirmed Order sell the relevant Products at the same price as that which was due under the Confirmed Order, Raccoon Lab's lost profits.

Each Confirmed Order shall be considered a separate agreement between the parties to purchase and sell Products, and any failure to deliver Products under any Confirmed Order shall have no consequences for other deliveries. The terms and conditions of a Confirmed Order and those specified herein taken together shall constitute the entire agreement between Raccoon Lab and Buyer regarding the sale and delivery of the Products pursuant to such Confirmed Order.

3. Prices

The price of the Products shall be as published in Raccoon Lab's current price list in effect at the time of the Order unless otherwise quoted in writing by Raccoon Lab. A price list is available on request. Unless otherwise agreed by Raccoon Lab in writing, all prices set forth in such a price list are subject to change without prior notice.

Unless otherwise agreed in writing by Raccoon Lab, Raccoon Lab's prices shall be Ex Works (Incoterms© 2020) from 965 West Chicago Avenue, Chicago, IL 60642-5413, United States and include standard packaging but not sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof ("Taxes"). The amount of any Taxes levied in connection with the sale of the Products to Buyer shall be for Buyer's account and, if Raccoon Lab is responsible for the collection thereof, shall either be added to each invoice or be separately invoiced by Raccoon Lab to Buyer.

4. Payment Terms

Unless otherwise agreed in writing by Raccoon Lab, the purchase price for the Products to be delivered under a Confirmed Order and all other amounts due in connection therewith shall be due and payable prior to delivery of such Products. Buyer shall make payment in US dollars by wire transfer to the account indicated on Raccoon Lab's invoice without any cash discount, deduction or offset whatsoever, and Raccoon Lab shall not be required to incur any expense to receive timely payment in full as required by these Terms. In no event shall any loss, damage, injury or destruction of the Products after their delivery release Buyer from its obligation to make the payments required herein.

With regard to payment of all amounts due to Raccoon Lab under any Confirmed Order, time is of the essence. If Buyer fails to make payment on or before the due date for such payment, Buyer shall pay interest to Raccoon Lab at a rate that is the lesser of one and one-half percent (1.5%) per month and the highest rate as permitted by applicable law. If Buyer fails to observe these Terms or the terms of any other agreement between Raccoon Lab and Buyer, or if Buyer becomes insolvent, Raccoon Lab may declare all balances then due and owing to Raccoon Lab due immediately, notwithstanding any agreed-upon payment periods.

If Buyer fails to pay amounts due to Raccoon Lab under any Confirmed Order, Raccoon Lab may cancel such Confirmed Order and claim as liquidated damages the price for the Products under such Confirmed Order, plus accrued interest, any shipping costs incurred, minus the net purchase price collected for the sale of the Products to a third-party.

All costs and expenses incurred by Raccoon Lab with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be borne by Buyer. Every payment by Buyer shall first be applied to pay for Raccoon Lab's cost of collection, then interest owed by Buyer, and then to the oldest outstanding claim.

Raccoon Lab may, without notice, change or withdraw extensions of credit at any time. If Raccoon Lab ceases to extend credit terms before shipment, Buyer's sole remedy shall be cancellation of its Order.

5. Security Interest

If Raccoon Lab extends credit to Buyer for the purchase price for any Products or any other amounts due to Raccoon Lab, Buyer hereby grants to Raccoon Lab as security for the timely payment and performance of all Buyer's payment obligations to Raccoon Lab, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Buyer for as long as such Products shall not have been sold by Buyer in the ordinary course of business (the "Collateral"). Raccoon Lab shall be entitled to file any and all financing, continuation or similar statements under the Uniform Commercial Code, and take any and all other action necessary or desirable, in Raccoon Lab's sole and absolute discretion, to perfect its security interest in the Collateral and to establish, continue, preserve and protect Raccoon Lab's security interest in the Collateral. Buyer agrees to take any and all actions and provide Buyer with all information necessary to enable Raccoon Lab to perfect and enforce this security interest in all jurisdictions and vis-à-vis any of Buyer's creditors. This security interest shall remain in force until payment in full of the entire purchase price for such Products and any other amounts due to Raccoon Lab by Buyer.

6. Delivery

Unless otherwise agreed in writing by Raccoon Lab, all deliveries of Products shall be made Ex Works (Incoterms© 2020) from 965 West Chicago Avenue, Chicago, IL 60642-5413, United States and title to and risk of loss for the Products shall pass to Buyer upon delivery thereof at the aforementioned location.

At Buyer's request and at its cost and expense, Raccoon Lab or its agent may make arrangements for shipping and select any commercial air, ship, motor or rail carrier or any combination thereof for the transportation of the Products and will notify Buyer thereof in the Order Confirmation. Any times or dates for delivery by Raccoon Lab are estimates and shall not be binding on Raccoon Lab. Raccoon Lab is entitled to deliver the Products to be delivered under any Confirmed Order in part and to invoice Buyer separately for such partial deliveries. In no event shall Raccoon Lab be liable for any delay in delivery. Delay in delivery of any Products shall not relieve Buyer of its obligation to accept delivery thereof.

Buyer's failure to accept delivery of any Products pursuant to a Confirmed Order shall not release or excuse Buyer from its obligation to timely pay all amounts due in connection with such Confirmed Order. If Buyer rejects or revokes acceptance of Products or fails to pay any amounts when due or repudiates with respect to all or part of a Confirmed Order, Raccoon Lab, in its sole and absolute discretion, may extend the period of delivery by such period as Raccoon Lab may deem reasonable, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Buyer whatsoever. In such event Buyer shall be responsible for any and all costs and expenses incurred or damages or losses suffered by Raccoon Lab in connection with any such delay notwithstanding any action or inaction by Raccoon Lab with regard to such delay.

7. Examination and Conformity to Order

Buyer shall inspect Products received within five (5) Business Days from delivery (the "Inspection Period") of the Products and accept or, if any Product does not conform to the model number listed in the applicable Confirmed Order; or on visual inspection is reasonably determined by Buyer to be defective ("Nonconforming Product"); or is in excess of the quantities of the Products ordered under that Confirmed Order ("Excess Product"), reject only any such Nonconforming Product or Excess Product. Buyer will be deemed to have accepted the Products unless it notifies Raccoon Lab in writing of any Nonconforming Products or Excess Products during the Inspection Period and furnishes written evidence or other documentation as reasonably required by Raccoon Lab. If Buyer timely notifies Raccoon Lab of any Nonconforming Products or Excess Products, Raccoon Lab shall determine in its sole discretion whether the Products are Nonconforming Products or Excess Products. If Raccoon Lab determines that the Products are (a) Nonconforming Products or Excess Products, it shall in its sole discretion: (i) replace any Nonconforming Products with conforming Products, or (ii) refund the price for the Nonconforming Products, together with all shipping expenses incurred by Buyer in connection therewith; or (b) refund the price for the Excess Products, together with all related shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Raccoon Lab's expense and risk of loss, all Nonconforming Products and Excess Products to Raccoon Lab's facility located at 965 West Chicago Avenue, Chicago, IL 60642-5413 United States or such other location as indicated in writing by Raccoon Lab. If Raccoon Lab exercises its option to replace Nonconforming Products, Raccoon Lab will, after receiving Buyer's shipment of Nonconforming Products, deliver the replaced Products Ex Works (Incoterms© 2020) from 965 West Chicago Avenue, Chicago, IL 60642-5413, United States.

If Buyer fails to timely notify Raccoon Lab of any Nonconforming Products or Excess Products delivered, or Buyer uses, destroys or modifies any Products that Buyer knows or should have known to be Nonconforming Products or Excess Products without Raccoon Lab's prior written consent, Buyer shall be deemed to have unconditionally accepted such Products and waived all of its claims under these Terms, and at law or in equity in respect of such Products. For purposes of these Terms, a "Business Day" is any day except holidays as defined in Sections 7 and 7.1 of the Illinois Civil Code or in any successor legislation.

8. Limited Warranty

Raccoon Lab warrants to the Buyer of the Product directly from Raccoon Lab exclusively for integration with an unmanned vehicle or other robot ("Integrated Product") that the Product will be free of defects in material, construction or workmanship for a period of 1 year from the delivery of the Product to the Buyer, if used as intended by and following use instructions of Raccoon Lab and subject to the qualifications, limitations and exclusions set forth herein.

Raccoon Lab makes no warranty that the Products comply with applicable law, regulations or specifications in any jurisdiction. Any governmental or other approvals necessary in connection with the sale, marketing, distribution or use of an Integrated Product shall be Buyer's sole responsibility.

If the Product was made available at no cost in connection with a development license to Raccoon Lab software or software as a service products, then Raccoon Lab makes no warranty whatsoever and the Product is made available "AS IS".

Any software provided by Raccoon Lab and any software third parties may be subject to separate warranties and are not covered by this limited warranty.

The limited warranty will be void if (a) the Product was combined with any hardware equipment not authorized in writing by Raccoon Lab or separated from the Integrated Product into which it was originally incorporated and the resulting or remaining product was sold on or otherwise used commercially; (b) the Product was sold on by any person acquiring it as a freestanding product; (c) the Product was operated at any time using any operating system other than Raccoon LabOS or if modifications were made to Raccoon LabOS that were not authorized by Raccoon Lab; (d) the Product was operated at any time using any onboard software platform other than Raccoon Lab PX4 or if any modification was made to the Raccoon Lab PX4 software's source code, except airframe configurations or parameter changes by the Original Equipment Manufacturer; (e) the Product was powered with a power module other than that delivered with the Product or one approved in writing by Raccoon Lab; (f) the Product was serviced, modified or repaired by anyone not authorized in writing by Raccoon Lab; or (g) the seal or enclosure of the Product was opened or tampered with.

This limited warranty does not cover repair or replacement necessitated by loss or damage resulting from (a) any cause other than use and operation of the Product in accordance with Raccoon Lab's specifications and instructions under normal circumstances; (b) defects or malfunctioning of the Integrated Product unrelated to the Product; (c) improper handling, maintenance or storage, operator negligence, misuse or abuse, accident or droppage; (d) exposure of the Product to the elements; (d) an act of nature or any other cause originating from outside the Product; (e) transportation of the Product; (f) drained batteries; (g) ordinary wear and tear including cosmetic damage; (h) other actions or events beyond Raccoon Lab's reasonable control.

If Raccoon Lab receives a written notice during the Warranty Period that a Product does not conform to the Limited Warranty, Raccoon Lab will authorize a return shipment authorization, unless it is obvious that the claimed defect is not within the scope of this limited warranty. Upon issuance of the return shipment authorization the Product shall be shipped to a location indicated by Raccoon Lab at Raccoon Lab's cost. Upon receipt of the Product, if Raccoon Lab finds the Product defective Raccoon Lab will in its discretion repair or replace a defective Product (or the defective part) free of charge. Raccoon Lab will also pay for shipping and handling fees to return the repaired or replacement Product to the Buyer. If the Product cannot be repaired or a replacement is no longer manufactured or available Raccoon Lab will at its option replace the Product with one of equal or greater functionality. Any parts replaced by Raccoon Lab during warranty repair are the property of Raccoon Lab and will not be returned to Buyer. Raccoon Lab may use refurbished parts for repairs or replacements.

Products that no longer qualify for warranty repair may, upon prior written arrangement only, be sent to Raccoon Lab for evaluation. Upon preliminary inspection of the Product Raccoon Lab may assess an evaluation fee and payment is a precondition for further evaluation and, if possible, repair or replacement, subject to availability of parts. In its discretion Raccoon Lab may provide a quotation for the repair or replacement of the Product or, if Raccoon Lab determines that it cannot or will not repair or replace the Product, it will return the Product to the Buyer or dispose of it in safe and lawful way if so directed by the Buyer. The Buyer will be responsible for all costs of repair or replacement, testing, storage and return shipping to the Buyer or disposal. Any evaluation fee paid by the Buyer will be credited towards these costs.

Raccoon Lab will warrant repaired or replaced components for 90 days after redelivery of the Product to the Buyer.

EXCEPT WHERE PROHIBITED BY LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, Raccoon Lab LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

THE REMEDIES IN THIS LIMITED WARRANTY ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND Raccoon Lab'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

9. Limitation of Liability

EXCEPT AS SPECIFICALLY STATED HEREIN, Raccoon Lab'S LIABILITY UNDER ANY CONFIRMED ORDER AND THESE TERMS SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID FOR THE PRODUCT THAT GAVE RISE TO BUYER'S CLAIM AGAINST Raccoon Lab. IN NO EVENT SHALL Raccoon Lab BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN Raccoon Lab AND BUYER, THAT Raccoon Lab'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, Raccoon Lab WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH BUYER TO SELL PRODUCTS TO BUYER.

In jurisdictions that limit the scope of or preclude limitations or exclusion of remedies or damages, or of liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth above are intended to apply to the maximum extent permitted by applicable law. Buyer may also have other rights that vary by state, country or other jurisdiction.

10. INDEMNIFICATION

Raccoon Lab shall not be liable for, and Buyer assumes responsibility and shall indemnify and hold Raccoon Lab harmless for, any and all claims, including without limitation claims for personal injury or property damage, resulting from the improper use or handling of the Products, alone or in combination with other products or equipment, or Buyer's failure to properly communicate Raccoon Lab's instructions and warnings to users of the Product.

11. Miscellaneous

If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal and enforceable.

In the event of a violation or threatened violation of Raccoon Lab's proprietary rights, Raccoon Lab shall have the right, in addition to such other remedies as may be available pursuant to law or these Terms, to temporary or permanent injunctive relief enjoining such act or threatened act. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that Raccoon Lab would suffer irreparable harm.

Buyer may not assign its order or any right or interest therein or any other obligation arising hereunder without the prior written consent of Raccoon Lab.

Raccoon Lab's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Buyer shall not be construed as a waiver of any other present or future breach or breaches by Buyer.

The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment or agency relationship between the parties.

12. Applicable Law and Jurisdiction

These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Illinois excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and 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 Illinois.

Each Party hereby consents to personal jurisdiction in the State of Illinois and agrees that any and all dispute arising out of or in connection with these Terms or any Order shall exclusively be submitted to the federal or state courts with jurisdiction in



Ventura County, Illinois. Each Party hereby waives any and all claims, pleas or defenses (including without limitation a plea for forum non conveniences) that would permit such Party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Revision date: November 20th, 2023