

COMMERCIAL TERMS AND CONDITIONS

These Terms and Conditions apply to all quotations issued and purchase orders accepted by Liquid Robotics®, Inc., a Delaware corporation (“Liquid Robotics” or “Seller”) whether or not they are enclosed with the Products and Professional Services sold hereunder. No terms and conditions other than these Terms and Conditions shall be binding upon Liquid Robotics unless accepted by Liquid Robotics in writing. Liquid Robotics/Seller and Customer/Buyer are each a (“Party”) and collectively the (“Parties”).

1. Contract. The Contract is comprised of (1) these Terms and Conditions; (2) Seller’s Software License Agreement; (3) Seller’s Quote, if any, and (4) Buyer’s purchase order and/or written request for Products and/or Software Services, and Professional Services set forth in Seller’s Quote (“**Customer’s Purchase Order**”). Conflicts between and among the terms and conditions of the documents comprising the Contract shall be resolved according to the foregoing order of precedence. The Contract constitutes the entire agreement among Liquid Robotics and Customer, superseding prior discussions, correspondence, negotiations and proposals. Customer’s preprinted terms and conditions, including those in the Customer’s Purchase Order, shall not apply to the Contract, and Seller objects to such terms. The Contract is the legally binding agreement for the sale to any customer (“**Customer**” or “**Buyer**”) of any Wave Glider® System(s) and any spare parts, accessories, components (including, without limitation, integration components), kits, sensors, or other hardware, or materials listed on any Liquid Robotics quotation (the “**Seller’s Quote**”) along with any associated manuals, instructions, guides, training and other materials or related documentation (the “**Hardware**”); the license of software related to any Wave Glider System(s) or sensor(s) and any documentation related thereto, (the “**Software**”), “Hardware” together with “Software” are collectively (“**Products**”), and the provision of software services (“**Software Services**”) and professional services (“**Professional Services**”) listed on Seller’s Quote. These Terms and Conditions will apply whether or not they are enclosed with the Products, Software Services, and Professional Services sold hereunder.

2. Ordering. In response to a Customer’s request for quote, Liquid Robotics will deliver a Seller’s Quote to Customer that specifies the Products, Software Services, and Professional Services to be sold to Customer, and the order details for such offerings. If Customer desires modifications to the descriptions, pricing, scope, or quantities of any Products or Services, Customer will notify Liquid Robotics and Liquid Robotics will deliver a new Seller’s Quote that reflects any modifications agreed to by Liquid Robotics.

3. Acceptance of Contract. If Customer desires to purchase Products, Software Services, or Professional Services, Customer will agree to the Seller’s Quote by returning the Seller’s Quote signed by an authorized representative of Customer or submitting a written purchase order for the Products, Software Services, or Professional Services specified in Seller’s Quote within the timeframe required by Seller’s Quote. The Contract shall become binding when Seller’s authorized representative issues a written acknowledgement of receipt and acceptance of Buyer’s Purchase Order.

4. Changes. Either Buyer or Seller may issue written requests for changes within the general scope of the Contract, but resulting changes can only be authorized in writing by Buyer’s and Seller’s authorized representatives and neither Party is obligated to start work on a requested change until a formal amendment has been executed. If any change requested by Seller causes an increase or decrease to the cost, delivery schedule or other terms, Seller shall include the change of cost, delivery schedule or other terms in Seller’s written change request to Buyer. If any change requested by Buyer causes an increase or decrease to the cost, delivery

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schedule or other terms, Seller shall notify Buyer of the change in cost, delivery or other terms within a reasonable time after receipt of Buyer's written change request. An adjustment to cost, delivery schedule or other terms shall be mutually agreed upon by the Parties. The mutually agreed upon adjustment shall be documented by written amendment to the Contract, executed by Buyer's and Seller's respective authorized representative. If the Parties cannot agree, then the Contract shall remain unmodified.

5. Customer Obligations. Customer will perform Customer's duties and tasks explicitly set forth in Seller's Quote or statement of work associated therewith, and such other duties and tasks as may be reasonably required to permit Liquid Robotics to perform the Professional Services. Customer will also make available to Liquid Robotics any data, information and any other materials required by Liquid Robotics to perform the Professional Services, including, but not limited to, any data, information or materials specifically identified in the Seller's Quote or a statement of work associated therewith (the "**Customer Materials**"). Customer will be responsible for ensuring that all such Customer Materials are accurate and complete.

5.1. Data. During the Subscription Term, if the Liquid Robotics Quote indicates that Liquid Robotics will make data acquired by Liquid Robotics from the Products ("Data") available to Customer, Liquid Robotics shall make such Data available to Customer through the URL or other means determined by Liquid Robotics, such as a written or electronic report. The Data shall be owned by Customer, and Customer hereby grants to Liquid Robotics a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free, fully paid-up right and license to use, reproduce, distribute, modify, prepare derivative works of and display Data in an aggregated manner and without reference to Customer in connection with Liquid Robotics's provision of Software Services and to provide or improve its products or services. Any other data collected by Liquid Robotics is the sole and exclusive property of Liquid Robotics. Customer agrees to use the Data in accordance with all applicable laws and regulations. Customer will not: (i) permit any third party to directly access or use the Data through the URL or otherwise; (ii) obtain any data, information or materials through any means not intentionally made available by Liquid Robotics to Customer, or attempt to gain unauthorized access to the Data, the URL, or any technology, computer systems, or networks associated with the Software Services; (iii) attempt to index, search, or crawl the URL with any automated process or other similar mechanism; or (iv) use the Data to offer or provide a product or service that competes with Liquid Robotics or any of its affiliates or for any purpose related to the collection of seismic data in the oil and gas industry. Liquid Robotics shall have the right to change the content or the format or frequency in the delivery method of the Data, provided that such changes are limited to those that Liquid Robotics makes generally to data provided to its other customers. Liquid Robotics will use commercially reasonable efforts to furnish Customer with no less than thirty (30) days prior written notice of any material changes that Liquid Robotics makes to the content or the format or frequency in the delivery method of the Data.

5.2. Telecommunications and Internet Services. Customer acknowledges and agrees that Customer's and its Users' access to and use of the Data and Software Services is dependent upon access to Telecommunications and Internet services. Customer shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Data and Software Services, including, without limitation, any and all costs, fees, expenses and taxes of any kind related to the foregoing. Company shall not be responsible for any loss or corruption of data (including but limited to the Data), lost communications or any other loss or damage of any kind arising from any such

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telecommunications and Internet services.

6. Price, Credits and Payment

6.1. Price. Customer shall pay Liquid Robotics the price(s) for the Products and Professional Services specified in the Seller's Quote and the costs of any maintenance and services provided pursuant to Section 18. All prices are stated in United States Dollars. The prices for the Products and Professional Services are exclusive of shipping, transportation, handling or insurance. Such charges, when applicable, will appear as separate additional items on the invoice.

6.2. Credits. If Customer receives a training credit with the purchase of a Wave Glider SV3, the owner of the Wave Glider may apply the credit towards any of Liquid Robotics' training classes in the 12 months following shipment of the Wave Glider.

6.3. Payment Terms. All invoices issued by Liquid Robotics will be due and payable thirty (30) days from the date of the invoice. Liquid Robotics reserves the right, for international shipments, or based on Liquid Robotics' assessment of Customer's financial condition or payment record, to require payment in advance or to require Customer to obtain an irrevocable letter of credit. Any amount remaining unpaid thirty (30) days after the date of Liquid Robotics' invoice will accrue interest at the rate of 1½% for each month or fraction thereof that such amount is overdue, or the highest interest rate permitted by applicable law. Customer will reimburse Liquid Robotics for all reasonable costs and expenses incurred (including reasonable attorneys' fees and other legal costs) in collecting past due amounts owed by Customer. Payment obligations hereunder are non-cancelable and any sums when paid are non-refundable. Liquid Robotics hereby reserves and Customer hereby grants to Liquid Robotics a purchase money security interest in the Products sold and the proceeds thereof until Customer has paid the total amount invoiced by Liquid Robotics for the Products. Customer agrees to execute any financing statements or other documents as Liquid Robotics requests to protect Liquid Robotics' security interest.

7. **Inspection and Acceptance**. Professional Services shall be deemed accepted upon completion. Customer may, at least ten (10) business days prior to the Shipment Date, inspect the Products at Liquid Robotics' designated facilities for acceptability. Products shall be deemed accepted by Customer upon delivery unless Customer provides Liquid Robotics written notice of material nonconformance within three (3) days of delivery. Any defects in material or workmanship of Products shall be repaired under the Warranty in Section 11. Customer may return Products to Liquid Robotics only upon Liquid Robotics' prior written authorization.

8. **Shipment and Delivery Delays**. Within a reasonable time after Customer's acceptance of Seller's Quote, Liquid Robotics will provide Customer a written estimated shipment date for Products ("Shipment Date"). If Customer does not accept the Shipment Date, Customer's sole and exclusive remedy is to terminate the Seller's Quote in writing within five business days of receipt from Liquid Robotics. If Customer accepts the Shipment Date, or does not respond within five (5) business days of its receipt thereof, the Shipment Date, will become part of the Seller's Quote and the Contract. Customer acknowledges that Shipment Dates are estimates only. Liquid Robotics will make reasonable efforts to meet the scheduled shipment dates, but in no event will Liquid Robotics be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery, nor will the carrier be deemed an agent of Liquid Robotics. If the scheduled delivery of the Products is delayed by Customer, a Force Majeure event (as defined in Section 22.5), or other export/shipping regulations outside of Liquid

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Robotics' reasonable control, Liquid Robotics may deliver the Products by moving them to storage for the account of and at the risk of Customer. Liquid Robotics will have the right to allocate its available inventory of the Products among its customers in such manner as Liquid Robotics deems equitable. Liquid Robotics will have the right to delay or suspend shipment of the Products if Customer fails to make any payment as provided in this Contract or if Customer fails to meet Liquid Robotics' credit or financial requirements.

9. Risk of Loss and Title. For orders within the United States, Liquid Robotics will ship the Products, and risk of loss or damage to the Products and title thereto (excluding any intellectual property and software in the Products) shall pass to Customer FOB Liquid Robotics' point of shipment. For orders outside the U.S., Liquid Robotics will ship the Products, and title and risk of loss or damage to the Products and title thereto (excluding any intellectual property and software in the Products) shall pass to Customer, Ex-Works (Incoterms 2000) Liquid Robotics' point of shipment. Liquid Robotics will select the method of shipment and the carrier if Customer has not done so (and notified Liquid Robotics of its selection) at least ten (10) days prior to the Shipment Date and shall bill Customer accordingly.

10. Taxes.

10.1. U.S. Taxes. The prices stated are exclusive of any federal, state, municipal, or other government tax that may be imposed upon the production, storage, sale, transportation, or use of the products described herein. Buyer shall pay all taxes applied directly to the sale and levied prior to shipment from Seller's facility, or in lieu thereof, Buyer shall provide a tax exemption certificate acceptable to the taxing authorities. Unless a state issued tax exempt certificate is presented at the time of order placement, sales tax will be applied when shipping Products to the following states: AL, AZ, CA, CO, FL, GA, IL, IN, KY, MA, MD, MI, MN, MO, NC, NJ, NY, OH, PA, SC, SD, TN TX, UT, VA, WA, and WI. The U.S. Government is not taxable in any state. If taxable, Buyer shall include amount and percentage on Buyer's Purchase Order.

10.2. Non-U.S. Taxes. Contract price will exclude, and Seller will not be required to pay, any present or future non-United States of America taxes, duties, fees, levies, bonds, charges, contributions, or any other such fiscal burden related to the execution and performance of this Contract, imposed by any jurisdiction other than the United States of America including any political subdivisions thereof.

10.3. For the purpose of this Article 10, "Taxes" are defined as including, but not limited to, the following: income taxes, withholding taxes, branch profits, goods and services taxes, value added taxes, gross receipts, excise taxes, sales and use taxes, ad valorem, property, employment, social security, stamp duties, tariffs, import duties, as well as customs duties and all other duties and charges of any kind imposed by, or payable to, the authorities, instrumentalities, or agencies (including any related interest or penalties thereon).

10.4. Buyer will be responsible for payment of all taxes duly levied by any taxing authority other than the United States of America including any political subdivision thereof.

10.5. In the case of a withholding tax imposed on payments to Seller, Buyer shall withhold the appropriate amount of tax and forward this amount to the appropriate tax authorities on behalf of Seller. If any payments to Seller under this Contract are subject to withholding tax, Buyer shall pay to Seller such gross amount that after payment of withholding tax, would result in the receipt by Seller of any and all payments due Seller specified in the Contract exclusive of

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taxes (i.e., Seller will receive as net payments the full Contract price specified in this Contract regardless of the amount of withholding taxes paid).

10.6. Buyer shall provide Seller with official tax receipts certificate evidencing payment of such a withholding tax.

10.7. To the extent effort under the Contract is exempt from value added tax, goods and services tax, or other taxes, Buyer shall assist Seller with obtaining appropriate exemptions. Failure to obtain and/or meet requirements of such exemption will result in the charging of value added tax at the standard rate.

10.8. The Contract price shall be increased by the amount of any after imposed tax or of any tax or duty specifically excluded from the Contract price by a provision of this Contract that Seller is required to pay or bear, including any interest or penalty, if Seller states in writing that the Contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through Seller's fault, negligence, or failure. After imposed tax means any new or increased tax or duty, or tax that was exempted or excluded on the Contract date but whose exemption was later revoked or reduced during the Contract period of performance, other than excepted tax, on the transactions or property covered by this Contract that Seller is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the Contract date.

11. Warranty

11.1. Limited Hardware Warranties. Subject to the limitations and restrictions herein, Liquid Robotics warrants that the Hardware shipped to Customer under this Contract will be materially free from defects in materials and workmanship for a period of 365 calendar days from the Shipment Date (the "**Warranty Period**"); and will materially conform to, and materially perform in accordance with, the functional specifications specifically set forth in the Seller's Quote, under normal use and operation and subject to the limitations and Excluded Failures set forth in Section 11.3 herein (the "**Limited Hardware Warranty**"). The Limited Hardware Warranty does not apply: (i) to any Software; (ii) Software Services; or (iii) Professional Services; (iii) to any third-party equipment, components, or other technology included in or provided with the Products, provided, however, that Liquid Robotics agrees to pass-through any warranties offered by the suppliers of such third-party technologies to the extent such warranties are possible to pass through at no cost to Liquid Robotics; or (iv) if any maintenance or service on the Products is performed by anyone other than Liquid Robotics or technicians that have been certified by Liquid Robotics in writing.

11.2. Limited Services Warranties. Liquid Robotics warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Professional Service (the "**Limited Services Warranty**").

11.3. Limitations. The limited warranties set forth in Section 11.1 and Section 11.2 extend only to Customer and are contingent upon proper use of the Products in accordance with the Wave Glider User Manual and all other manuals and documentation supplied to Customer by Liquid Robotics with or prior to the delivery of the Products. The limited warranties will not apply to any non-conformities or failures caused by: (a) accident, collision, neglect, abuse, or misuse, including but not limited to Customer's failure to comply with the maintenance and service

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requirements and guidelines that are set forth in the User Manual; (b) use of the Products with any equipment or software not furnished by Liquid Robotics; (c) Customer's use of the WGMS; (d) any payload added by Customer; (e) alteration or repair of the Products by anyone other than Liquid Robotics (including, but not limited to, integration of sensors or other payloads or Product Customizations); (f) Iridium, Internet, or other communications network failures or disruptions; or global positioning system, or other localization system failures or disruptions; (g) damage to the Products caused by (1) biofouling or other normal wear and tear caused by exposure to marine conditions and weather or (2) Professional Services that are performed in accordance with Customer's instructions; (h) use of the Product in combination with any third-party devices or products that have not been provided by Liquid Robotics or (i) Acts of God (any of the foregoing an "**Excluded Failure**"). LIQUID ROBOTICS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE RELATING TO THE EXCLUDED FAILURES SET FORTH IN THIS SECTION.

12. Hardware Warranty Process. Customer agrees to promptly notify Liquid Robotics customer support by telephone or email as described in the Wave Glider User Manual, of the nature of any alleged failure or defect, and cooperate with Liquid Robotics customer support to determine if the affected part or portion of the Products can be repaired or replaced at Customer's location by Customer personnel. If authorized by Liquid Robotics (by obtaining a return authorization from Liquid Robotics) Customer agrees to promptly return the affected part or portion of the Products (as directed by Liquid Robotics customer support) to the location designated by Liquid Robotics. Liquid Robotics will examine the affected part or portion of the Products at the designated location to determine to Liquid Robotics' satisfaction whether the alleged non-conformance, failure or defect actually exists, is in breach of the Limited Hardware Warranty herein, and if the cause of such non-conformance, failure, or defect is within the limitation described herein. Liquid Robotics shall have a reasonable time to make repairs or replace such affected part or portion of the Products that fail to conform to the Limited Hardware Warranty. Any part or portion of the Products repaired or replaced under the Limited Hardware Warranty shall be warranted until the termination of the Warranty Period. If Liquid Robotics determines the Products are not in breach of the Limited Hardware Warranty, Customer will pay Liquid Robotics all costs of shipping, handling, inspection and repair. Customer agrees that replacement parts utilized in warranty services may be new, remanufactured and/or refurbished. All replaced parts or portions of the Products shall be the property of Liquid Robotics, on an exchange basis. Liquid Robotics shall not be responsible for Customer's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Liquid Robotics for repair, whether under warranty or not. Any unauthorized modifications by Buyer, or Buyer incorporation of Sensors not authorized by Seller, shall void the above warranty. Any Hardware assembly, disassembly, operation, launch, recovery, installation, de-installation, or maintenance, by anyone other than by Seller, or authorized repair service certified by Seller, shall void the above warranty.

13. Disclaimer and Release. THE WARRANTIES, CONDITIONS, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES OF LIQUID ROBOTICS AND REMEDIES OF CUSTOMER SET FORTH IN THIS CONTRACT, ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF LIQUID ROBOTICS, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST LIQUID ROBOTICS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PRODUCTS, PROFESSIONAL SERVICES, DATA, SOFTWARE SERVICES AND SOFTWARE OR OTHER THINGS PROVIDED UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO:

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- A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
- B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LIQUID ROBOTICS; AND
- D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF CUSTOMER
- E) FOR THE PURPOSE OF THIS ARTICLE 13, "LIQUID ROBOTICS" INCLUDES ITS PARENT, THE BOEING COMPANY, AND THE DIVISIONS, SUBSIDIARIES, AND ASSIGNEES OF EACH, SUBCONTRACTORS, SUPPLIERS AND AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS.

13.1. NEGOTIATED AGREEMENT. CUSTOMER AND LIQUID ROBOTICS AGREE THAT THIS CONTRACT, INCLUDING THIS ARTICLE 13, HAS BEEN THE SUBJECT OF DISCUSSION AND NEGOTIATION AND IS FULLY UNDERSTOOD BY THE PARTIES, AND THAT THE GOODS AND SERVICES AND THE OTHER MUTUAL AGREEMENTS OF THE PARTIES SET FORTH IN THIS CONTRACT WERE ARRIVED AT IN CONSIDERATION OF EACH OF SUCH PROVISIONS, SPECIFICALLY INCLUDING THIS ARTICLE 13.

13.2. LIMITATION OF LIABILITY. IN NO EVENT WILL LIQUID ROBOTICS BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, DATA, SOFTWARE, SOFTWARE SERVICES, OR PROFESSIONAL SERVICES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CONTRACT OR THE PURCHASE, SALE, USE, OPERATION, PROVISION OR PERFORMANCE OF THE PRODUCTS, THE DATA, PROFESSIONAL SERVICES, SOFTWARE OR SOFTWARE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT LIQUID ROBOTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. LIQUID ROBOTICS AND CUSTOMER HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS CONTRACT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL LIQUID ROBOTICS' LIABILITY TO CUSTOMER ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CONTRACT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO LIQUID ROBOTICS BY CUSTOMER FOR THE PRODUCT OR SOFTWARE SERVICE THAT GIVES RISE TO THE CLAIM. IN NO EVENT WILL LIQUID ROBOTICS HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY. LIQUID ROBOTICS DISCLAIMS ANY LIABILITY, RESULTING FROM OR RELATING TO (A) ANY PRODUCT CUSTOMIZATIONS (AS DEFINED IN SECTION 17.2 OR (B) PILOTING SERVICES AND LAUNCH AND RECOVERY SERVICES THAT ARE PERFORMED IN ACCORDANCE WITH CUSTOMER'S INSTRUCTIONS.

13.3. Exclusive Remedies. IF THE PRODUCTS FAIL TO CONFORM TO THE LIMITED HARDWARE WARRANTY DURING THE WARRANTY PERIOD SET FORTH IN

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SECTION 11.1, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND LIQUID ROBOTICS' SOLE AND EXCLUSIVE LIABILITY, SHALL BE THE REPAIR OR REPLACEMENT (AT THE SOLE OPTION OF LIQUID ROBOTICS) OF THE AFFECTED PART OR PORTION OF THE PRODUCTS AT LIQUID ROBOTICS' EXPENSE. IF THE PROFESSIONAL SERVICES FAIL TO CONFORM TO THE LIMITED SERVICES WARRANTY DURING THE WARRANTY PERIOD SET FORTH IN SECTION 11.2, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND LIQUID ROBOTICS' SOLE AND EXCLUSIVE LIABILITY WILL BE, AT LIQUID ROBOTICS' SOLE OPTION AND EXPENSE, TO PROMPTLY RE-PERFORM THE PROFESSIONAL SERVICE OR REFUND TO CUSTOMER THE FEES PAID FOR ANY NON-CONFORMING PROFESSIONAL SERVICE.

14. Third Party Liability and Indemnification. Customer will, at its expense, indemnify, defend, and hold Liquid Robotics, and its affiliates, officers, directors, employees, shareholders, agents and representatives (the "Liquid Robotics Indemnitees") harmless from and against any expenses, costs, judgments, damages, loss, liability, claim, or demand (including but not limited to any reasonable attorneys' and experts' fees and expenses) ("Claim") arising out of any third party claim based on (a) Customer's negligence or willful misconduct in the use, maintenance, or operation of the Products or Software Services; (b) Customer's use or operation of the Products or Software Services in breach of these Terms or in a manner not contemplated or permitted by the Seller's Quote or Wave Glider User Manual; (c) one or more of the Excluded Failures defined in Section 11.3; (d) Customer's violation of any applicable statute, law, treaty, rule or regulation, whether domestic or foreign, or Liquid Robotics' violation of any such statute, law, treaty, rule or regulation that results from performing the Piloting Services and Launch and Recovery Services in accordance with the instructions of Customer; (e) infringement or misappropriation by Product Customizations (as defined below) of the intellectual property rights of any third party; (f) any use by Customer, Liquid Robotics, or any third-party of the Product Customizations and any damage or liability resulting therefrom; (g) Piloting Services and Launch and Recovery Services that are performed in accordance with Customer's instructions; (g) piloting performed or directed by Customer via the WGMS and Software Service; or (h) territorial or resource infringement or violation based on a Product located at the instruction or piloting of Customer. Customer's obligation to indemnify the Liquid Robotics Indemnitees is conditioned on: (i) the Liquid Robotics Indemnitees promptly informing and furnishing Customer with a copy of each communication, notice or other action relating to the Claim, (ii) the Liquid Robotics Indemnitees allowing Customer to assume full control of the defense and settlement of the Claim, and (iii) the Liquid Robotics Indemnitees assisting and cooperating with Customer in connection with the defense and settlement of the Claim. Liquid Robotics shall have a right of approval of legal counsel selected by Customer to provide Liquid Robotics with the defense of Indemnified Claims. Customer shall not settle any Claim under this Article 14 without Liquid Robotics' prior written consent, if such settlement would require Liquid Robotics Indemnitees to pay any compensation or to assume any obligations. If Customer is the U.S. federal government, this Article 14 shall not apply to the extent such application would violate the United States Anti-Deficiency Act.

15. Patent Indemnity. If the Products sold hereunder are to be prepared or manufactured according to Buyer's specifications, Buyer shall, at its expense, indemnify Seller and hold it harmless from any claims or liability for patent or trademark infringement on account of the sale of such equipment. Seller agrees at its expense to defend any suit alleging direct infringement instituted against Buyer (but not subsidiaries or customers of Buyer) and indemnify Buyer against any award of damages and costs for direct infringement made against Buyer by a court of last resort to the extent that the damages award is based on a final determination that

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the Products as and when furnished by Seller to Buyer directly infringed any U.S. patent, trademark or copyright. Indemnification of costs under this provision shall extend only to actual costs assessed. The indemnity obligations of Seller in this Section 15 do not apply to Products made or modified to Buyer's specifications, and are expressly conditioned upon: (a) Buyer providing Seller with written notice promptly, and in any event no later than ten (10) days' from Buyer's receipt of notice, of such claim; (b) Seller shall have the option of having sole control of the defense against such claims and the negotiation for their settlement; (c) Buyer cooperating with Seller in the defense and negotiations relating to the claims; and, (d) if Seller determines that the Products are or are likely to be the subject of direct infringement claims, Buyer permitting Seller to obtain the right for Buyer to keep using the Products, or obtain substitute goods, or modify the Products to be non-infringing, or refund the price. The indemnity obligations of Seller stated in this Article 15 shall not apply if the infringement claims result from: (a) Buyer or Buyer's customer altering the Products; (b) use of the Products in a manner neither intended nor contemplated at the time of the sale; or, (c) Buyer's failure to use a modified or substitute good provided by Seller pursuant to this Article 15. These warranties of Seller are in lieu of all other warranties, express or implied with regard to any claim of infringement. ANY WARRANTY OF SELLER AGAINST INFRINGEMENT THAT MAY BE PROVIDED UNDER THE UNIFORM COMMERCIAL CODE AND/OR ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED.

16. Software License. If Seller provides restricted software within the Hardware, that restricted software is proprietary to Seller or Seller's suppliers. Seller grants Buyer a nonexclusive, one (1) year subscription license to use the software only on and in conjunction with the Hardware. Buyer agrees that title remains with Seller (and its suppliers, if any) and Buyer shall not disassemble, decode, or translate the Software, or copy or modify the software except for archival or back-up purposes as necessary for use on and with the Hardware. Buyer will maintain all proprietary marks on Software provided by Seller. Subject to Section 22.7, Assignment, Buyer may transfer this license if transferring the Hardware also, only if the transferee agrees to comply with the restrictions of the Software License Agreement. Upon such transfer, Buyer's license shall terminate and Buyer shall destroy all copies of the software and related documentation in Buyer's possession.

If Seller provides Buyer with Software as a separate product, not-embedded or included as software in Hardware, then the provisions of Seller's Software License Terms and Conditions shall apply and are wholly incorporated herein by reference.

17. Ownership.

17.1. Title to all Software and Software Services and all copies thereof will, at all times, remain solely with Liquid Robotics. Customer agrees not to remove any plaques or labels on or affixed to the Products or any documentation related thereto providing notice of proprietary rights therein. Liquid Robotics owns any and all industrial and intellectual property rights in the Products (and any documentation related thereto), Software, Software Services and anything created by Liquid Robotics or its personnel in performing the Professional Services. Nothing in the Contract shall be deemed to convey ownership of any intellectual property right to Customer, and Customer agrees not to claim any intellectual property right with respect to the Products (and any documentation related thereto), Software, Software Services or creations by Liquid Robotics or its personnel in performing the Professional Services. Customer acknowledges that the Products (and any documentation related thereto), Software and Software Services contain trade secrets of Liquid Robotics, and, in order to protect such trade secrets, Customer agrees not to disassemble,

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decompile or reverse engineer the Products (or any documentation related thereto), Software or Software Services nor permit any third party to do so, except to the extent such restrictions are prohibited by law. Liquid Robotics reserves all rights and licenses in and to the Products (and any documentation related thereto), Software and Services not expressly granted to Customer under this Contract.

17.2. No additions, changes, modifications or enhancements to the Products (“**Product Customizations**”) will be made by or on behalf of Customer without the prior written consent of Liquid Robotics. Product Customizations and intellectual property rights therein that exist and are owned by Customer prior to such written notice, and any modifications and improvements made thereto by Customer, will remain the property of Customer. Any other inventions, developments, or other creations by either Party made in the course of Installation, Configuration, and Design Services described in Section 18.1(a) or the implementation of a Product Customization, and all intellectual property rights therein, whether made by or on behalf of Liquid Robotics or Customer, will be owned by Liquid Robotics (the “**Liquid Robotics Customizations**”). Customer hereby irrevocably transfers and assigns to Liquid Robotics, and agrees to irrevocably transfer and assign to Liquid Robotics, all right, title and interest in and to the Liquid Robotics Customizations, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein. At Liquid Robotics’ request and expense, Customer will assist and cooperate with Liquid Robotics in all respects, and will execute documents, and will take such further acts reasonably requested by Liquid Robotics to enable Liquid Robotics to acquire, transfer, maintain, perfect and enforce such rights and other legal protections for the Liquid Robotics Customizations. Customer hereby appoints the officers of Liquid Robotics as Customer’s attorney-in-fact to execute documents on behalf of Customer for this limited purpose.

18. Professional Services.

18.1. Seller Obligations. Seller will provide the following Professional Services to Buyer only if explicitly described in Seller’s Quote:

(a) *Installation, Configuration, and Design Services.* Liquid Robotics will provide the services as described in the applicable Seller’s Quote to assist Customer with installation, configuration, and adaptation of the Products and Software Services.

(b) *Training Services.* Liquid Robotics will provide the training services at the locations, dates, and for the individuals set forth in the applicable Seller’s Quote.

(c) *Launch & Recovery.* Liquid Robotics will provide to Customer launch and recovery services in accordance with the “launch and recovery” statement of work attached to the Seller’s Quote (the “**L&R Statement of Work**”). The L&R Statement of Work can be modified only with the mutual written agreement of Liquid Robotics and Customer.

(d) *Maintenance & Service.* Liquid Robotics will provide to Customer maintenance and services ordered pursuant to a Seller’s Quote in accordance with the requirements and guidelines that are set forth in such Seller’s Quote.

(e) *Piloting Services.* Liquid Robotics will provide “**Piloting Services**” in accordance with the piloting services statement of work attached to the Seller’s Quote (the “**Piloting Statement of Work**”). The Piloting Statement of Work can be modified only with the

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mutual written agreement of Liquid Robotics and Customer. Liquid Robotics' obligation to provide Piloting Services is subject to any disruption of Piloting Services caused by Customer, including but not limited to any piloting performed or directed by Customer via the WGMS, hereinafter defined, and Software Service that conflict with or disrupts the Piloting Services, and Liquid Robotics shall not be responsible for any damage that results from such piloting by Customer or at Customer's direction.

19. Hosted Software Services.

19.1. The Software to control and monitor Products that are Wave Glider Systems is the Wave Glider Management System ("**WGMS**"), which is a web-based software service hosted by Liquid Robotics and made available to Customer through the Internet from a URL (the "**URL**") to be provided to Customer ("**Software Service**"). Liquid Robotics may change the URL from time to time upon no less than a ten (10) day notice to Customer. Customer acknowledges that the Software Services are not designed, intended or authorized for use in hazardous or mission-critical circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control systems or weapons control systems, or where failure could lead to death or personal injury. Customer shall not use the Software Services for such purposes or under such circumstances.

19.2. Subject to this Contract, the Software License Agreement, and Customer's compliance therewith, including but not limited to any Software Service restrictions and conditions in Seller's Quote, commencing on the Shipment Date and continuing until one year thereafter ("**Subscription Term**"), Company will provide the Software Services to Customer. Liquid Robotics will notify Customer of the pending Subscription Term expiration at least ninety (90) days in advance of such expiration. A final notice of expiration will be provided to Customer not less than thirty (30) days prior to the Subscription Term expiration. These notifications are intended to allow Customer to budget and plan for subscription cost renewal. At the end of the Subscription Term, Seller, on behalf of Customer, will automatically renew Customer's Software Services subscription for a term of one (1) year and will auto-generate a new one-year Subscription Term invoice based on its current price list for Software Services. Customer may notify Seller prior to the expiry of the Subscription Term for Software Services of its desire to not renew the Subscription Term. However, any non-renewal of Software Services will render the Product(s) inoperable and may result in Seller suspending Customer's access rights hereunder or under the applicable Software License Agreement, with or without notice to Customer. Customer may access and use the Software Services solely during the Subscription Term and solely for the Limited Purpose and such access and use is expressly limited to the number of Users authorized in Seller's Quote.

19.3. "**Limited Purpose**" means to control and view the status of Products solely for internal business purposes; provided that in no event will Customer use the Software Services for any purpose related to the collection of seismic data in the oil and gas industry.

19.4. Embedded Software. Any Software delivered with and installed on Products is referred to herein as "**Embedded Software**." Subject to Customer's compliance with the terms herein, Liquid Robotics grants to Customer a nonexclusive, one (1) year subscription, nontransferable license to use the Embedded Software, in executable form, solely as embedded in the Products, solely for Customer's internal business use in accordance with all of the terms and conditions of the Software License Agreement. In no event will Customer use the Embedded Software for any purpose related to the collection of seismic data in the oil and gas industry. The

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Embedded Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including any provisions governing access to source code, modification or reverse engineering.

20. Confidentiality and Intellectual Property

20.1. Definition. "**Confidential Information**" means any proprietary or confidential information that Liquid Robotics may disclose to Customer in the course providing the Product(s) and Services, including, without limitation, software, specifications, inventions, know-how, methods, processes, concepts, techniques, budgets, data or other technical or business information. Liquid Robotics' Confidential Information shall be deemed to include any information related to the Product (and any documentation related thereto), and Services. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of this Contract by Customer; (b) is rightfully known by Customer at the time of disclosure without an obligation of confidentiality; (c) is independently developed by Customer without use of Liquid Robotics' Confidential Information; or (d) Customer rightfully obtains from a third party without restriction on use or disclosure.

20.2. Use and Disclosure Restrictions. Customer agrees that it will not use any name or trademark of Liquid Robotics without Liquid Robotics' prior express written permission. Customer will not use or disclose Liquid Robotics Confidential Information except as expressly permitted by this Contract. Notwithstanding the foregoing, Customer may disclose Liquid Robotics Confidential Information to Customer's employees and subcontractors that need to know such Confidential Information for the purpose of using the Products and Services, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Customer will be liable for any conduct by such employees or subcontractors that conflicts with the confidentiality obligations and use restrictions herein. Customer will use all reasonable efforts to maintain the confidentiality of all Liquid Robotics Confidential Information in its possession or control, but in no event less than the efforts that Customer ordinarily uses with respect to its own proprietary information of similar nature or importance.

21. Choice of Law and Forum, Limitation of Actions.

- a) In the event of any dispute, controversy or claim arising out of, in connection with or relating to this Contract, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination (a "Dispute"), the Parties shall use reasonable efforts to resolve such Dispute through amicable negotiations.
- b) If either Party gives written notice to the other Party that a Dispute has arisen, and the Parties are unable within thirty (30) days of such written notice to resolve such Dispute, it shall be referred to management of the respective companies. If management is unable within thirty (30) days to resolve a Dispute, then either Party shall have the right to commence litigation as described further in this clause.
- c) This Contract, and any Disputes, shall be governed by the laws of

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Delaware, U.S.A. but without regard to its conflict of laws rules. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

- d) Any and all Disputes relating to this Contract shall be resolved in a court of competent jurisdiction.
- e) The Parties agree that the matters that are the subject of this Contract are commercial transactions and irrevocably agree not to claim and to waive any sovereign, state or other immunity from service, suit, execution, pre-judgment or post-judgment attachment, or other legal process in any jurisdiction in connection with the Contract.
- f) Each Party shall bear its own costs and expenses, including without limitation attorneys' fees and other costs of legal representation.
- g) NO ACTION RELATING TO THE PRODUCTS, SOFTWARE SERVICES, OR PROFESSIONAL SERVICES, REGARDLESS OF ITS FORM, MAY BE BROUGHT BY CUSTOMER AGAINST LIQUID ROBOTICS OR ITS SUPPLIERS MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

22. Reciprocal Waiver of Claims – Qualified Anti-Terrorism Technology. This Contract may involve the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology(s). Buyer is a contractor, subcontractor, supplier, vendor, customer or contractor and subcontractor of a customer of such technologies. As such, pursuant to 6 U.S.C. 443(b) of the SAFETY Act and 6 C.F.R. 25.5(e), each Party shall be responsible for losses, including business interruption losses, that such Party sustains (and for losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology(s) has been deployed in defense against or response to or recovery from such Act of Terrorism.

“Qualified Anti-Terrorism Technology”, “Act of Terrorism” and “loss” are defined in 6 U.S.C. 444.

Buyer shall include the substance of this Article 22, including this Paragraph, in all contracts or subcontracts with a contractor, subcontractor, supplier, vendor, customer or contractor and subcontractor of a customer. In accordance with FAR 50.205-1 (Safety Act Considerations 2007), the U.S. Government is not a “customer” from which a contractor must request a reciprocal waiver of claims.

23. Miscellaneous.

23.1. Notice. Any notice, consent, or authorization hereunder will be in writing and will be given in any of the following methods: personally, by facsimile and email with confirmation of receipt, or by overnight courier to a Party hereto at its respective address first set forth in the Seller’s Quote, or any such other address as may be designated by written notice of such Party as provided under this Section. Notices will be deemed given when first received by any method.

23.2. Severability. Should any term of this Contract be declared void or

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unenforceable by any court of competent jurisdiction, if possible, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and, if not possible, that part will be severed, and the remainder of this Contract will remain in full force and effect.

23.3. Amendment; Waiver. This Contract may be amended or modified only by a writing that is signed by duly authorized representatives of the Parties hereto. No term or provision of this Contract will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed by an authorized representative of the Party against whom the waiver is asserted. The failure of either Party to enforce any rights granted under this Contract or to take action against the other Party in the event of any breach under this Contract will not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. This Contract constitutes the complete and exclusive agreement between Liquid Robotics and Customer regarding the Products, Professional Services, Software and Software Services and supersedes all prior or contemporaneous quotations, agreements, communications or understandings, whether written or oral, relating to the Products, Professional Services, Software and Software Services.

23.4. Compliance with Laws. Customer will comply with all applicable statutes, laws, rules and regulations relating to Customer's use or operation of the Products and Software Services, whether domestic or foreign. Liquid Robotics will not be responsible or liable for any delays in performance of any obligation under this Contract due to Customer's failure to comply with any applicable statutes, laws, rules, and regulations (including, but not limited to, any applicable shipping/export regulations). In addition, upon Liquid Robotics' request, Customer shall provide Liquid Robotics with end user certifications or other documentation related to compliance with shipping/export regulations.

23.5. Force Majeure. Liquid Robotics will not be liable for any failure or delay in performance under this Contract which failure or delay is the result of any Act of God; act of war; act of terrorism, perils of the seas; act of public enemies, pirates or assailing thieves; acts of any government, arrest or restraint of government or people; or seizure under legal process; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion; fire, flood, unavailability of parts or materials from suppliers; Iridium, internet, or other communications network failures or disruptions; or global positioning system, or other localization system failures or disruptions; or any other contingency, delay, failure, or cause beyond the commercially reasonable control of Liquid Robotics (collectively, a "**Force Majeure**" event).

23.6. Relationship of the Parties. The Parties to this Contract are commercial entities. Customer is purchasing the Products and Professional Services and receiving access to the Software Services for its own use and not for resale. Any resale is specifically prohibited without the prior express written consent of Liquid Robotics and the subsequent purchaser's prior agreement in writing to be bound by the terms and conditions of this Contract. Liquid Robotics shall in no event be required to provide any services to any third party purchaser that has not entered into a separate agreement with Liquid Robotics for such services. Liquid Robotics is performing Professional Services as an independent contractor and nothing in this Contract will be construed as establishing an employment, agency, partnership or joint venture relationship between Customer and Liquid Robotics or any Liquid Robotics personnel. No Party has the authority to bind or commit the other Party in any way, or to incur any obligation on the other Party's behalf.

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23.7. Assignment. Customer may not assign this Contract without Liquid Robotics' express prior written consent. Liquid Robotics may assign its rights or delegate its duties in the event of the sale, transfer, merger, or acquisition of all or substantially all of its business, voting stock or assets or to facilitate accounts receivable financing in the ordinary course of business. Any purported assignment in violation of this Section 22.7 will be void or voidable, at Liquid Robotics' exclusive discretion and option. This Contract will inure to the benefit of the Parties' respective permitted successors and assigns.

23.8. English Language. This Contract is in the English language only, which language will be controlling in all respects.

23.9. Headings and Signatures. The headings included in this Contract are for the convenience of the Parties only and shall not affect the construction or interpretation of this Contract. This Contract may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same document.

24. Export Restrictions. The Products, Software and Software Service and any related technical information or materials may be subject to export controls under U.S. or foreign export laws and/or regulations. Customer will not export or re-export, directly or indirectly, the Products or Software Services, or any technical information related thereto, or any direct products thereof, to any destination or person prohibited or restricted by the export control laws and regulations of the United States, without the prior authorization from the appropriate governmental authorities. If the Products, Software or Software Service is identified as export controlled under U.S. or foreign export laws and/or regulations, Customer represents and warrants that Customer and its personnel are not citizens of, or otherwise located within, an embargoed nation and that Customer and its personnel are not otherwise prohibited under the U.S. or foreign export laws or regulations from receiving the Products, Software or Software Service.

25. Termination

25.1. Buyer or Seller shall have the right to cancel this Contract partially or completely in the case of Default, as hereinafter defined, by the other party. The term "Default" shall mean any material breach of this Contract, or failure to comply with any material term, provided such breach or failure to comply is not due to those conditions described in Article 22.5 Force Majeure. Any cancellation will be effective if within thirty (30) days of the breach, written notice stipulating the nature of the breach is provided by the canceling party to the other party, and the breach is not cured within sixty (60) days of receipt of such notice.

25.2. **Default by Seller.** If the Contract is canceled by Buyer for default by Seller, payments received by Seller in excess of services or work performed, including allocable profit, will be refunded with simple interest at the lesser of 1% per month or the prevailing U.S. Treasury rate at time of cancellation for the time Seller had such excess amounts. The cost of the work performed up to the date of cancellation will be certified by a U.S. Public Accounting Firm mutually acceptable to Seller and Buyer. In the event that the cost incurred by Seller is greater than the advance payment, the Buyer shall be liable to Seller for such amount. The above shall constitute the sole liability of Seller and the exclusive remedy of the Buyer for default by the Seller.

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25.3. **Default by Buyer.** If the Contract is canceled by Seller for default of Buyer, Seller will have the right to be paid the Contract price, including allocable profit, for work or services performed up to the date of cancellation plus necessary termination expense for materials and services initiated, less any savings or salvage which Seller can achieve. The price of the work performed up to the date of cancellation will be certified by a mutually acceptable U.S. Public Accounting Firm. In the event that the price determined to be due Seller is greater than the advance payment, the Buyer shall be liable to Seller for such amount with simple interest from date of suspended payments by Buyer at the lesser of 1% per month or the prevailing U.S. Treasury rate.

25.4. **Disposition of Goods.** If this Contract is canceled as provided in paragraphs 24.2 or 24.3 of this Article, the Buyer, in addition to any other rights provided in this Article, may require Seller to transfer title and deliver to the Buyer, in the manner and to the extent directed by Buyer (i) any completed Goods, or (ii) such partially completed Goods as Seller has specifically produced or specifically acquired for the performance of such part of this Contract as has been canceled, for which final payment has been received.

26. Software. All Software contained in the Products and any related documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. To the extent that the Products are being acquired by or on behalf of the U.S. Government then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the software and any related documentation will be only those specified in this Contract.

27. Obsolescence Management. Seller shall periodically notify Customer of available updates to Product configurations arising from technological improvements or Product evolution. To the extent such improvements or advancements render Products obsolete, Seller will provide Customer with options for diminishing parts, forward compatible parts / upgrades, or tailored maintenance programs which may be purchased at the Customer’s request under a separate Purchase Order.