



ADAPTIVE INFRASTRUCTURE

## STANDARD TERMS AND CONDITIONS

1. **Offer and Acceptance, Buyer.** These Terms and Conditions, together with the terms of any document into which these Terms and Conditions are incorporated by reference, any agreed upon attachments hereto and any agreed upon documents expressly referenced on the face hereof (collectively, this “**Contract**”) constitute the complete and entire agreement between Natrx, Inc. (“**Seller**”) and the buyer to whom it is addressed (“**Buyer**”) in accordance with its terms, and none of the general terms and conditions set forth in any purchase order or in any invoice, acknowledgement form, or any other documentation issued by Buyer shall apply. Seller offers to sell to Buyer and Buyer is willing to purchase from Seller the products, items, materials, goods and/or services identified in this Contract (collectively, “**Products**”). Seller’s acceptance and fulfillment of any purchase order or sale are subject to Seller’s sole discretion, and Seller will sell and ship Products only to jurisdictions in which sale of the Products is legal and when Buyer represents, warrants, and covenants that Buyer will use the Products in compliance with all applicable Laws (as defined below). Neither the sales confirmation from Seller nor these Terms and Conditions shall constitute an acceptance of any offer made by Buyer. If, notwithstanding the foregoing, any acceptance of an offer by Buyer is deemed to be made hereby, such acceptance is expressly conditioned on Buyer’s assent to these Terms and Conditions. Seller hereby objects to any additional or different terms that may be contained in any of Buyer’s purchase orders or other forms, or in any other material received from Buyer. All inconsistent or additional terms, modifications or changes are material, are expressly rejected, and do not form a part of the Contract unless Seller agrees to such terms in writing. No order is binding on Seller until accepted by Seller and such acceptance is limited to these Terms and Conditions. This Contract may be amended, modified, or supplemented only in a writing signed by an authorized representative of Seller. No representative of Seller is authorized to make any verbal modifications. This Contract supersedes any prior contracts, proposals, understandings, offers or course of conduct, performance or custom of trade existing with respect to the subject matter of this Contract.
2. **Scope of Services.** Seller agrees to provide only those Products identified in the Contract. It is expressly understood that Seller is not providing, or offering to provide, engineering or any other professional services as part of this Contract. To the extent Buyer is in need of professional services, such professional(s) should be independently retained by Buyer.
3. **Quotations, Pricing, Changes.** Unless otherwise indicated on the quote, written quotations by Seller shall expire automatically 30 days after the date appearing on the quotation unless Seller receives and accepts Buyer’s purchase order within that period. Prior to the expiration date, any quotation is subject to change by Seller at any time upon verbal or written notice to Buyer. Unless otherwise stated in this Contract, all prices for Products are those in effect at the time of shipment. Seller reserves the right to make any changes or corrections to prices quoted upon written notice to Buyer or due to clerical errors or errors of omission. Unless otherwise stated in the Contract or agreed in writing, all prices are in U.S. Dollars and prices for Products do not include any federal, state, provincial, or local taxes and import duties.
4. **Payment Terms; Forms of Payment; Setoff.** Unless otherwise stated in this Contract, payments shall be made as follows: 25% at the time of acceptance; the remaining balance shall be billed through progress payments as Products are ready for shipment. Payment shall be accepted in the forms of ACH payment or check. Buyer agrees to pay interest on any invoices at the greater of: (a) one and one-half percent (1.5%) per month or (b) the highest rate permitted by law, on all payments not made within 7 days of the due date. All shipments to be made hereunder shall at all times be conditioned upon full payment in advance by Buyer and are subject to the approval of Seller. Additionally, payment and/or the order

process will be terminated by Seller in the event that Buyer specifies shipment (or attempts to redirect shipment) to a jurisdiction in which such a shipment of the Products would violate Laws. Seller may invoice Buyer and recover for each delivery of Products made as a separate transaction without regard to any other delivery. If Buyer is in default under any contract with Seller or if, in Seller's sole judgment, the financial responsibility of Buyer is or becomes unsatisfactory, then Seller may at its option and without prejudice to any of its other remedies (i) defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance, (ii) deduct any amount owed by Buyer or any of its affiliates to Seller or its affiliates from any amount payable to Buyer by Seller, or (iii) terminate any order of Products that may have been placed by Buyer. Buyer shall reimburse Seller for any costs incurred by Seller, including reasonable attorney's fees, to collect amounts due by Buyer to Seller.

5. **Security Interest.** Seller retains, and Buyer hereby grants to Seller, a purchase money security interest under applicable laws in the Products until payment in full has been made. In the event of default by Buyer under this Contract, Seller shall have all the rights and remedies of a secured creditor under applicable laws. Buyer authorizes Seller to prepare any such financing statements and other documents as Seller may require to perfect Seller's security interest.
6. **Availability of Products.** Buyer acknowledges that any stated time of delivery of Products prior to submission of the required deposit is an estimate and is subject to change. The time of manufacture and delivery of the Products is subject to demand, supply chain issues, available production capacity, material availability, and other issues. Following submission of the required deposit, Seller shall provide a time of delivery, which Seller shall use commercially reasonable efforts to meet. In no event shall Seller be responsible for any damages due to delayed manufacture or delivery of the Products.
7. **Changes.** Orders shall not be subject to cancellation or modification by Buyer in whole or in part (a) without Seller's prior written consent and (b) payment of a reasonable cancellation charge for applicable costs of purchased materials and labor costs incurred or for which Seller is obligated prior to cancellation or modification,

including reasonable markup for overhead and profit.

8. **Delivery & Risk of Loss.** Buyer agrees to accept delivery within 15 days of availability to ship. A monthly storage fee of 1.5% of purchase price will be added for extended storage at Seller facilities. Unless otherwise agreed in writing by the parties, Seller reserves the right to select the mode of transport and the identity of the carrier. Unless otherwise agreed in writing, delivery term is Ex Works (EXW) (Incoterms 2020) Seller's Facility. Buyer will bear all risk of loss once Products are delivered to the carrier at Seller's Facility.

Neither Buyer nor any consignee shall have the right to direct or re-consign any shipment to any destination other than that specified in the bill of lading without Seller's written consent. In the event that Seller consents in writing to Buyer's re-consignment of any shipment, Buyer shall be responsible to pay for all shipping and transportation costs. The delivery date provided by Seller for the goods is only an estimate and is based upon prompt receipt of all necessary information from Buyer. Delivery times may vary. Seller will not be responsible for any delays, loss or damage in transit or failure to deliver within the time estimated, and none of delays, loss or damage in transit or failure to deliver within the time estimated will be a breach of Contract on Seller's part.

9. **Inspection.** The Products will be made available for inspection at Seller's Facility. Buyer shall have the option to inspect the Products for damage, missing quantity, defects or other non-conformities. If Buyer discovers any damaged or missing Products, or any defective or other non-conforming Products, Buyer shall (a) note the defect and (b) notify Seller in writing of the claim immediately, and in any event prior to the date of shipping (the "**Inspection Period**"). Any Products for which Buyer does not provide written notice of rejection to Seller during the Inspection Period shall be deemed accepted by Buyer.
10. **Waiver of Consequential Damages.** Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, failure to deliver, delay in manufacturing any Products to Buyer as agreed, or for any other reason.

11. **Use of Products.** Buyer is responsible for determining appropriate use of the Products. Buyer is also responsible for ensuring that all Products are safely installed and/or placed by individuals or companies qualified to do so. Any safety recommendations from Seller are for informational purposes only. The means and methods for installation and/or placement are the responsibility of others.

12. **Limited Warranty.** Seller warrants to Buyer that, at the time of shipment, the applicable Products conform to the specifications set forth in the Contract and/or otherwise set forth in writing. This limited warranty shall expire within 12 months of the date of purchase. THE WARRANTY SET FORTH IN THE PRIOR SENTENCES IS SELLER'S SOLE WARRANTY WITH RESPECT TO THE PRODUCTS AND (a) SELLER NEITHER MAKES, NOR AUTHORIZES ANY AGENT, REPRESENTATIVE OR THIRD PARTY TO MAKE, ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE PRODUCTS' CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (b) SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE LIMIT OF SELLER'S LIABILITY FOR BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE (INCLUDING CLAIMS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORIES) SHALL BE LIMITED TO, AT SELLER'S ELECTION, EITHER ONE OF THE FOLLOWING: (I) REPLACEMENT OF THE AMOUNT OF PRODUCT USED, OR (II) REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT; PROVIDED THAT SELLER'S PROVISION OF (I) OR (II) IS CONDITIONED ON ITS FIRST BEING PROMPTLY NOTIFIED OF SUCH BREACH OF WARRANTY IN WRITING. SELLER SHALL HAVE THE RIGHT TO VERIFY BUYER'S CLAIM OF BREACH OF THIS LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS

CONTRACT, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER THIS CONTRACT AND/OR RELATING TO THE PRODUCTS SHALL BE THE LESSER OF THE AMOUNT OF SELLER'S COMPENSATION PROVIDED IN THIS CONTRACT OR \$100,000.00.

13. **Compliance with Instructions.** Buyer shall comply with all instructions relating to the Products as may be issued by Seller from time to time, including, but not limited to, instructions concerning storage, handling, transportation, installation, further manufacture or use, safety precautions, or other measures recommended to be taken to ensure that the Products function properly and do not cause damage or injury to any property or person (the "**Instructions**"). Buyer shall bring such Instructions to the attention of any subsequent buyer of the Products and shall ensure that such subsequent buyer complies with all Instructions.

14. **Work Product.** All work product, including all intellectual property rights therein, generated in connection with or related to the Products (excluding all Buyer Materials defined below) (the "**Work Product**") shall be owned solely by Seller. To the extent that any ownership rights, title or interest of the Work Product does not so vest through operation of law or otherwise, Buyer agrees (a) to assign and hereby assigns to Seller all such rights, title and interests and (b) to cause its owners, employees, contractors and agents to irrevocably assign to Seller all such rights, title and interests.

15. **Seller Materials.** To the extent that Seller provides any information, data, reports, marketing material, specifications, computer hardware, software (including firmware, connectors or application programming interfaces) (collectively with any Work Product, the "**Seller Materials**") in connection with this Contract, Seller grants to Buyer a non-exclusive, non-transferrable license to use such Seller Materials (and any modifications, enhancements and updates thereto provided by Seller to Buyer) solely in connection with use of the Products and in accordance with the terms of this Contract and any documentation provided with such Seller Materials. This Contract governs Buyer's use of and access to the Seller Materials; Buyer acknowledges and agrees that all Seller Materials are licensed and not sold, and that any use of "purchase" or "sell" in connection with any Seller Materials shall be

deemed to mean “license”. For clarity, except for the license in this Section, nothing in the Contract is intended to grant to Buyer any right to Seller Materials.

The Seller Materials are licensed for Buyer’s internal use only. Buyer may not distribute the Work Product or any Seller Materials to any government or quasi-government entity, contractor, or competitor of Seller, in each case without the express written permission of Seller. The license in this Section does not include any rights (directly or indirectly) to make, have made, use, sell, offer to sell, import or otherwise exploit any rights under any patents, trade secrets or other proprietary rights controlled by Seller.

SELLER PROVIDES THE SELLER MATERIALS “AS-IS.” SELLER DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING THOSE OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE IN CONNECTION WITH THE SELLER MATERIALS. BUYER ACKNOWLEDGES THAT NATURAL SYSTEMS MODELED BY THE SELLER ARE INHERENTLY DYNAMIC AND COMPLEX.

Seller expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any Buyer violation of the restrictions in this Contract.

16. **Other Materials.** Buyer represents, warrants and covenants that all data, information, input, feedback and materials it provides to Seller in connection with Seller’s provision of the Products (“**Buyer Materials**”) may be provided by Buyer without violating any rights of third parties or any applicable law, including without limitation laws related to intellectual property, privacy and export control. For clarity, Buyer agrees not to provide any personally identifiable information to Seller, other than contact information for Buyer representatives who have consented to such disclosure, without the prior written approval of Seller. Buyer acknowledges that Seller may rely on Buyer Materials and other data, analysis and other information sourced from third parties in all respects without independent verification, and as a result, Seller cannot (and does not) guarantee and has no responsibility for the accuracy,

reliability or completeness of any Products that rely on such data, analysis or other information. Buyer hereby grants to Seller a royalty-free, fully paid up, perpetual, nonexclusive, sublicensable license to use the Buyer Materials to provide the Products and as otherwise provided in this Contract. Notwithstanding anything to the contrary herein, Seller shall have the right during and after the term of this Contract to use the Buyer Materials for any lawful purpose, provided that Seller does not disclose to any third party any Buyer Materials constituting Buyer Confidential Information except in connection with providing the Products under this Contract.

17. **Confidential Information.** To the extent Buyer and Seller have entered into a nondisclosure agreement or other agreement providing for confidentiality, such terms are incorporated herein by reference.
18. **Indemnification.** Buyer assumes complete responsibility for, and agrees to defend, indemnify and hold Seller and its employees, directors, officers, agents, and representatives harmless from, all claims, demands, actions, and causes of action, and all actual costs incurred as a result thereof, including reasonable attorneys’ fees, expert witness fees and court costs, on account of injury to any person or any property damage, arising out of the handling, transportation, storage, installation, further manufacture or other use or resale of the Products after the Products are delivered to Buyer or upon Seller’s delivery to carrier at Seller’s Facility, whether or not such Products are handled, stored, or used singly or in conjunction with other Products; provided, however, this paragraph shall not operate to relieve Seller from liability resulting solely from Seller’s gross negligence or willful misconduct. Buyer will not make any admissions on behalf of Seller or enter into a settlement without Seller’s prior written consent. The indemnification obligations of Buyer under this Section are not exclusive and are in addition to, and shall not impair or exclude Seller’s rights or remedies otherwise available to Seller, under applicable law, and all such rights and remedies of Seller are cumulative.
19. **Termination for Cause; Termination for Convenience.** Either party may upon written notice to the other party terminate all or any part of this Contract without further liability on the part of the party who provides such notice, if the other party: (a) is in Default of this Contract,

however, if the Default can be cured then only if such Default is not cured within thirty (30) days of receipt of written notice of the Default from the non-defaulting party; or (b) has committed a material breach of this Contract, which cannot be cured. A party shall be in "Default" under this Contract if it fails to perform any obligation under the Contract, breaches any representation or warranty under this Contract, or fails to provide adequate assurance of performance under the Contract within a reasonable time after written and justifiable demand by the other party. In addition to the foregoing, Seller may terminate this Contract for its convenience, by notice to Buyer, if Buyer delays the manufacture or delivery of the Products by more than 90 days or if Buyer materially modifies the scope of Seller's obligations. If this Contract is terminated pursuant to this Section, Buyer will pay Seller for raw materials unique to the Products, work-in-process and finished goods in inventory for the Products purchased by Buyer pursuant to this Contract (including Products authorized under a release or schedule from Buyer) that are useable and in a merchantable condition remaining in Seller's possession on the termination date ("**Inventory**"), and Seller shall deliver such Inventory to Buyer. The purchase price for the Inventory will be (a) the contract price for all conforming Products that have been completed in accordance with this Contract as of the termination date and not previously paid for, plus (b) the costs of work-in-process and raw materials incurred by Seller in furnishing the Products, less (c) the reasonable value or cost (whichever is lower) of any goods or materials used or sold by Seller with Buyer's written consent. Payments made under a termination for convenience will not exceed the aggregate price for finished goods that would be produced by Seller under a delivery release or schedule outstanding on the date of termination.

20. **Force Majeure.** Seller shall not be liable to Buyer for any losses, damages or expenses incurred or sustained by Buyer or any other person(s) by reason of Seller's delay in a scheduled delivery or a failure in performance caused by acts beyond Seller's control, such as, without limitation, (a) acts of God, landslides, lightning, earthquakes, fires, storm or storm warnings such as hurricanes which result in the evacuation of the affected areas, floods, washouts, or explosions; (b) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; and (c) governmental

actions such as necessity for compliance with any court order, law, statute or ordinance, or regulations promulgated by a governmental authority having jurisdiction, in each case other than with respect to such matters arising out of the actions of the person claiming excuse of performance by reason thereof ("**Force Majeure**"). In the event of the occurrence of any Force Majeure event, the time for performance shall be extended for such time as may be reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above contingencies, allocate its available supply of Products among itself and its customers in such manner as Seller, in its reasonable judgment, deems fair and equitable. Notwithstanding the foregoing, if an event of Force Majeure delays or interrupts Seller's performance hereunder for a period in excess of 120 days, Buyer may, at its option and upon 10 days' prior written notice, terminate this Contract without liability therefor (except as set forth in Section 19 above).

21. **Independent Contractors.** Buyer and Seller are independent contractors, and nothing in this Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. Each of Buyer and Seller, respectively, assumes full responsibility and exclusive liability for the payment of all contributions, unemployment obligations, payroll taxes, federal, state, provincial, local and foreign, if applicable, as to all of its employees engaged in the performance of such party's work under this Contract.
22. **Governing Law, Jurisdiction and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina, including its statutes of limitation, but without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of North Carolina and the United States District Court for the Eastern District of North Carolina and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Seller, at its sole option, may elect to have any disputes resolved by binding arbitration in accordance with the then-current American Arbitration Association's Commercial Rules and Mediation Procedures.

23. **Assignment, Third Party Beneficiaries, Precedence, Waiver, Severability.** Neither party may assign this Contract in whole or part without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Seller may, in its sole discretion, and without Buyer's consent assign this Contract, in whole or in part or with respect to any of its rights and obligations hereunder, to any affiliate or successor company or entity resulting from a sale of assets, shares or other ownership interest, merger, operation of law, reorganization or consolidation. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any such affiliate or successor and any permitted assignees of the respective parties hereto. Consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. If Seller consents to Buyer subcontracting any of its duties under this Contract, Buyer will ensure that the subcontractor agrees to be bound by all of the terms and conditions of this Contract. Seller may terminate this Contract upon written notice to Buyer, without any further liability to Buyer, if there is a change of control of Buyer, by operation of law or otherwise. Except as expressly provided herein, nothing in these Terms and Conditions is intended to, or shall, confer any right, benefit or remedy of any nature whatsoever on any third party. In the event of a conflict between these Terms and Conditions and any other agreement between the parties, these Terms and Conditions will prevail, unless the other agreement expressly and specifically states the parties' intent to supersede these Terms and Conditions on a specific matter (but then only with respect to such other agreement and only with respect to such matter). No provision of this Contract may be waived unless pursuant to a written instrument executed by the party against which any such waiver is to be effective. The failure of either party to enforce any right or remedy provided hereunder or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

24. **Compliance.** Each of Buyer and Seller will at its expense comply with all federal, state, provincial,

local and foreign laws, orders, rules, regulations and ordinances, including import and export laws and regulations ("**Laws**"), that may be applicable to such party's performance of its obligations under this Contract; and shall identify and procure required permits, certificates, licenses, insurance, approvals and inspections in performance of this Contract. At Seller's request, Buyer will certify in writing its compliance with all applicable Laws, including those related to anti-corruption, customs, anti-boycott, trade embargo, import/export control, immigration, privacy, labeling, environmental, hazardous materials, restricted substances, and health, safety and labor (including child welfare, wage and hour). Additional or more specific legal compliance and/or social responsibility provisions may be added to this Contract in: (a) an attached COMPLIANCE WITH LAWS ADDENDUM or (b) if published on Seller's website.

25. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Contract or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), certified or registered mail (in each case, return receipt requested, postage prepaid), or email with return receipt requested. Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

26. **Savings Clause.** The invalidity of any provision of the Contract shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Contract violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in entering into the Contract.

27. **Survival.** The provisions of these Terms and Conditions, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Contract.