

Fagerman Technologies Inc dba. LiDARUSA: Terms and Conditions of Sale

These Terms and Conditions of Sale (the "Terms and Conditions") constitute an agreement between you (jointly and severally, the purchaser and any person or legal entity on whose behalf or at whose direction such purchaser is acting (the "Customer")) and Fagerman Technologies Inc (hereinafter "Fagerman Technologies Inc"). Customer and Fagerman Technologies Inc agree that the purchase, sale, and use of Fagerman Technologies Inc hardware and software products (the "Products") and any related services and support (the "Services") provided hereunder are subject to these Terms and Conditions. Fagerman Technologies Inc shall not be bound by Customer's additional or different terms, including the terms of any purchase order or similar document provided by Customer.

Customer agrees that these Terms and Conditions shall become a legally binding contract upon the occurrence of any of the following acts: (a) Customer ordering or purchasing any Product or Service, (b) Customer providing to Fagerman Technologies Inc a specification of assortments, delivery dates, shipping instructions, or instructions to bill and hold as to all or any parts of the Products, (c) Customer taking delivery of the whole or any part of such parts or Products, (d) Customer assenting to these Terms and Conditions in writing, orally, or by conduct, or (e) Customer consenting to these Terms and Conditions by means of an electronic signature or by affirmatively checking the box indicating Customer's acceptance to these Terms and Conditions on the Fagerman Technologies Inc website.

1. **PRICING AND PAYMENT** – All quoted prices are in US dollars, unless otherwise explicitly stated, and are valid for thirty (30) days. Product prices are exclusive of, and Customer shall be responsible for the payment of, all shipping charges, costs of freight, taxes, import fees, insurance, duties, value added taxes, and the like. If at any time, Customer (i) is liquidated, dissolved, ceases to do business or otherwise terminates its business operations; (ii) becomes insolvent; (iii) makes a general assignment for the benefit of creditors; (iv) institutes or has instituted against it any proceeding under any Law relating to bankruptcy or insolvency or a receiver or trustee is appointed for all or a substantial part of its assets; or (v) fails to make a payment when due or defaults in any way, Fagerman Technologies Inc may, at its option, alter terms of payment, declare all amounts owed by Customer past due, suspend credit and delay shipment, terminate any licenses granted here under, and pursue any other remedies available to Fagerman Technologies Inc at law or under these Terms and Conditions. In such event, Customer agrees to indemnify and reimburse Fagerman Technologies Inc for its reasonable expenses, including, but not limited to, collection fees, court costs and attorney fees associated with collection of past-due balances. Unless otherwise explicitly stated late payments or past due balances are subject to a 2% late fee compounded monthly.
2. **LIMITED WARRANTY** – Fagerman Technologies Inc warrants that the Products will be free from defects in material and workmanship and materially conform to their applicable specifications for a period of one (1) year from the date of shipment by Fagerman Technologies Inc (the "Warranty Period"), provided that such Products are operated under normal conditions and in accordance with their applicable specifications during such Warranty Period. This warranty does not apply to any Products that have been (i) subject to misuse, neglect, or abuse, (ii) improperly installed or maintained, (iii) repaired or altered by any party other than Fagerman Technologies Inc; or (iv) acquired or used in violation of these Terms and Conditions. The warranty period for Products repaired or replaced will be the balance of the Warranty Period.
3. **CUSTOMER REMEDIES** – Fagerman Technologies Inc's sole obligation with respect to the foregoing Limited Warranty shall be to, at Fagerman Technologies Inc's option, repair or replace any defective Product. In the event Customer suspects that a Product is defective, Customer may return such Product to Fagerman Technologies Inc together with a statement indicating Customer's basis for suspecting that the Product is defective. Fagerman Technologies Inc may examine the Product and determine whether the Product is defective. If Fagerman Technologies Inc determines that the Product is defective and covered by the Limited Warranty, Fagerman Technologies Inc will repair or replace the Product.

4. **PRODUCT RETURNS** – All Sales are final. Fagerman Technologies at its sole discretion can elect to accept returns for either store credit or the used value of the item or items returned. At any rate customer is responsible for all costs for shipping and handling (customer assumes shipping risks). Products must be unaltered, and undamaged, and all original package contents are returned. Customer shall contact Fagerman Technologies Inc in writing to acquire a Return Merchandise Authorization (“RMA”) and RMA reference number. After an RMA reference number is issued to Customer by Fagerman Technologies Inc, the Product must be packaged securely to ensure that it will not be damaged in transit. The RMA reference number must be prominently marked on the outside of the shipping package.
5. **FAGERMAN TECHNOLOGIES INC TECHNOLOGY** – “Fagerman Technologies Inc Technology” means any proprietary rights of Fagerman Technologies Inc in the Products, Fagerman Technologies Inc’s software (“Software”), which shall include all software provided by Fagerman Technologies Inc, and any and all software embedded in the Products (“Embedded Software”), including (i) all inventions, techniques, know-how, drawings, designs, processes, machines, compositions of matter, articles of manufacture, data structures, functionality, formulas and algorithms, and related underlying intellectual property rights therein, and (ii) all proprietary rights in tooling, material or equipment Fagerman Technologies Inc uses in the manufacture, testing or assembly of Products, in each case (i) or (ii) whether or not evidenced by registered copyrights, trademarks, or patents. As between Customer and Fagerman Technologies Inc, Fagerman Technologies Inc is the sole and exclusive owner of all Fagerman Technologies Inc Technology. Customer’s only rights under the Fagerman Technologies Inc Technology shall be to use the Products and Software for their intended commercial purpose and in accordance with user documentation, which may be provided from time to time by Fagerman Technologies Inc (the “Intended Purpose”). Customer shall not directly or indirectly challenge the validity or Fagerman Technologies Inc ownership of the Fagerman Technologies Inc Technology. Customer agrees and acknowledges that Customer’s use of the Fagerman Technologies Inc Technology shall be subject to the terms of the limited license granted herein. Except as expressly set forth in this Agreement, no rights under any intellectual property or other proprietary rights of Fagerman Technologies Inc are implied or granted hereunder. All rights to Fagerman Technologies Inc Technology not expressly granted to the Customer under these Terms and Conditions are reserved to Fagerman Technologies Inc.
6. **LICENSE** – Fagerman Technologies Inc hereby grants to Customer a non-exclusive, non-transferable, non- sub licensable, paid-up license (the “License”) under the Fagerman Technologies Inc Technology to use the Products and the Software solely for their Intended Purpose. Customer may (a) use one (1) copy of the Software on one (1) computer or (b) use the Software on a multi-user or network system only if (i) the Software is expressly labeled for use on a multiuser or network system, or (ii) one (1) copy of the Software is obtained for each node or terminal on which the Software is to be used simultaneously. Customer shall not use, make, manufacture, or reproduce copies of Software or Embedded Software, except that Customer may make additional copies of the Software solely to the extent necessary for backup or archival purposes. Customer shall retain all copyright notices on all authorized copies of the Software and Embedded Software.
7. **NO REVERSE ENGINEERING** – Customer agrees that it shall not (nor shall it permit any third party under its direct or indirect control) attempt to reverse engineer, decrypt, disassemble, decompile, decipher, reconstruct or re-orient the source code, algorithms, logic or program code in any of Fagerman Technologies Inc’s Products, including hardware, Software, Embedded Software, models or prototypes which are provided pursuant to these Terms and Conditions, including, without limitation, for purposes of designing, developing, manufacturing, or marketing a product that includes similar functionality to that of the Products or that otherwise competes with the product.
8. **CONFIDENTIALITY** – “Confidential Information” means any non-public information disclosed by Fagerman Technologies Inc to Customer, either directly or indirectly, in writing, orally or by inspection of Products, Software or Embedded Software, which is confidential, trade secret or proprietary to Fagerman Technologies Inc or any third party that has furnished it to Fagerman Technologies Inc. Confidential Information shall specifically include: (a) all Fagerman Technologies Inc Technology; (b) Fagerman Technologies Inc’s non-public information, in whatever form, of a technical nature, including ideas, concepts, creations, technology, inventions, discoveries, developments, techniques, processes, know-

how, drawings, designs, specifications, data, formulas and algorithms included in the Products, Software, and Embedded Software; and (c) Fagerman Technologies Inc's non-public information, in whatever form, of a business nature. Customer agrees: (i) to hold the Confidential Information in trust and strictest confidence; (ii) to use the Confidential Information only as necessary to implement and use the Products for their Intended Purpose; (iii) to not reproduce the Confidential Information; (iv) to keep the Confidential Information locked in a secure facility when not in use; and (v) to not to disclose, deliver, provide, disseminate or otherwise make available, directly or indirectly, any Confidential Information to any third party without first obtaining Fagerman Technologies Inc's express written consent. Customer shall take at least the same degree of care that it uses to protect its own most highly confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. The foregoing obligations shall not apply to any Confidential Information that: (I) was publicly known and generally available in the public domain prior to the time of disclosure by Fagerman Technologies Inc; (II) was rightfully known by Customer, without restriction, prior to the time of first disclosure by the Disclosing Party; (III) was independently developed by Customer without the use of the Confidential Information; or (IV) was rightfully obtained by Customer, without restriction, from a third party who has the right to make such disclosure and without breach of any duty of confidentiality to the Disclosing Party. Customer may disclose Confidential Information to the extent required by law, provided that Customer shall first give reasonable advance notice of such compelled disclosure to Customer, and shall cooperate with the Fagerman Technologies Inc in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information.

9. REMEDIES – Customer agrees that, due to the unique nature of the Confidential Information, its unauthorized disclosure or use will cause irreparable harm and significant injury to Fagerman Technologies Inc, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Customer agrees that Fagerman Technologies Inc, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of Customer's obligations with regard to Confidential Information under these Terms and Conditions without the necessity of posting any bond or other security. Customer shall notify Fagerman Technologies Inc in writing immediately upon becoming aware of any such breach or threatened breach.
10. LIMITATION OF LIABILITIES – THE PRODUCTS ARE PROVIDED “AS IS” AND IN NO EVENT SHALL FAGERMAN TECHNOLOGIES INC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OR OPPORTUNITY OR SIMILAR DAMAGES WHICH MAY ARISE IN CONNECTION WITH ANY OF FAGERMAN TECHNOLOGIES INC'S PRODUCTS) ARISING FROM OR RELATING TO THE SALE, DELIVERY OR USE OF THE PRODUCTS. FAGERMAN TECHNOLOGIES INC'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT TO CUSTOMER OR ANY THIRD PARTY (INCLUDING INDEMNITY OBLIGATIONS), WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO FAGERMAN TECHNOLOGIES INC DURING THE PRIOR 12-MONTH PERIOD FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY.
11. SHIPMENT – Title to all purchased material and risk of loss therefore is passed from Fagerman Technologies Inc to Customer at the time of shipment from Fagerman Technologies Inc's facility. Unless otherwise agreed upon in writing, all purchased material will be shipped uninsured. Fagerman Technologies Inc may request partial shipment and invoice accordingly.
12. ASSIGNMENT – Customer may not assign any rights or delegate any duties hereunder without the prior written approval of Fagerman Technologies Inc and any attempt to assign any rights, duties or obligations hereunder without Fagerman Technologies Inc's written consent will be void. Fagerman Technologies Inc may assign all or any part of its rights to payment without Customer's consent and may assign all its rights and delegate all its duties in connection with these Terms and Conditions.

13. CUSTOMER'S REPRESENTATIONS AND WARRANTIES – Customer represents, warrants, and covenants that: (1) Customer will use the Fagerman Technologies Inc Products solely for their Intended Purposes, in accordance with applicable law and these Terms and Conditions; (2) in accordance with Section 7 of these Terms and Conditions, Customer will not reverse engineer the Products for the purposes of developing a product that is substantially similar to or in competition with the Products; and (3) all information provided by Customer, including, without limitation, Customer's identification information and information relating to entities with which Customer is associated is true and correct.
14. INDEMNIFICATION BY CUSTOMER –Customer shall defend, indemnify and hold harmless Fagerman Technologies Inc and its and their respective directors, employees, officers, agents, successors and assigns (each, an "Indemnitee") from and against any and all damages, losses, liabilities, costs, expenses, penalties, judgments, settlements, claims, or causes of action including reasonable attorneys' fees and disbursements, professional fees, and court costs actually incurred by an Indemnitee as a result of, arising out of, or in connection with: (i) any breach by Customer of any representation, warranty, or other obligation of Customer under these Terms and Conditions; (ii) death or bodily injury to any person or destruction or damage to property arising out of any Customer product; (iii) any gross negligence or willful misconduct by Customer or its affiliates, or their respective directors, officers, employees, or agents.
15. FORCE MAJEURE – Fagerman Technologies Inc will not be liable for any failure to perform due to unforeseen circumstances or causes beyond Fagerman Technologies Inc's reasonable control, including, but not limited to, natural disasters, war, terrorism, riot, embargoes, government acts, delay in delivery or inability to deliver by Fagerman Technologies Inc's vendors due to vendor force majeure, fire, flood, accident, strikes, or inability to secure transportation, fuel, or energy. In the event of force majeure, Fagerman Technologies Inc's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.
16. EXPORT LAWS - The Products are subject to control under the U.S. Export Administration Regulations and other applicable U.S. export control laws and regulations. Customer agrees that it will not export, reexport or transfer the Products via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the U.S. Government. Fagerman Technologies Inc reserves the right not to ship the Products ordered if, at any time, Fagerman Technologies Inc believes that such shipment may violate U.S. export control laws.
17. CHOICE OF LAW – This document and any purchases of Fagerman Technologies Inc Products covered by it shall be governed by the laws of the state of Alabama, U.S.A., without regard to conflicts of laws rules. Any legal action related to these Terms and Conditions and any purchases of Fagerman Technologies Inc Products covered by it shall be brought in the courts of the state of Alabama or in the U.S. District Courts situated there. The parties hereby (i) consent to the exclusive jurisdiction of such courts in any such legal action, (ii) agree that service of process in any such action shall be effected in accordance with the statutes of the state of Alabama, as appropriate, and (iii) waive any objections either party may now or hereafter have to the venue of any such legal actions in such courts.

OTHER – These Terms and Conditions may not be superseded, cancelled, modified, or amended except in a writing signed by an officer of each party. No other act, document, usage, or custom will be deemed to supersede, cancel, modify or amend these Terms and Conditions. If any provision of these Terms and Conditions are determined to be invalid, illegal, or unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties and the remaining provisions will remain in full force and effect. BUYER will permit Fagerman Technologies Inc to identify BUYER as a customer of Fagerman Technologies Inc in public and web documentation, when speaking, and during demonstrations for marketing purposes.