



REDWIRE DEFENSE TECH – TERMS AND CONDITIONS

1. Definitions.

“Certified Operator” means an individual who has undergone and completed satisfactorily all requisite training provided by RDT (defined below) or its authorized representatives to proficiently and securely handle RDT products.

“RDT” or “Seller” means Redwire Defense Tech Operations, LLC (f/k/a Edge Autonomy Operations, LLC), its subsidiaries and affiliates.

“Purchaser” means the person, firm, corporation, or Government executing the Purchase Order with RDT who will purchase the product.

“Purchase Order” means the instrument of contracting, including RDT’s purchase order form, invoices and all referenced documents, attachments, and amendments.

“System” means any product, equipment, or service provided by RDT to Purchaser under these Terms and Conditions.

2. **Acceptance.** RDT accepts orders from a written or electronically submitted Purchase Order specifying the RDT part numbers or full details of any special requirements. Each Purchase Order should have a reference number for the valid quotation issued by RDT. All orders are subject to written or electronic acceptance by RDT (including via email or electronic document). Submission of a signed Purchase Order (whether by wet ink signature or electronic signature) shall constitute acceptance of RDT’s Terms and Conditions, set forth herein and in any Quotation provided by RDT. These Terms and Conditions shall supersede any inconsistent provisions contained in the Purchase Order or any other document issued by Purchaser, and any additional or different terms proposed by Purchaser are expressly rejected unless specifically accepted in writing by an authorized representative of RDT. The Purchase Order is transferred to production only after the payment is received and confirmed as per agreed prepayment conditions. Payment may be made via electronic funds transfer (EFT), wire transfer, or other mutually agreed electronic payment methods. Seller shall provide written or electronic confirmation of payment receipt within one (1) business day.
3. **Product Specifications.** The specifications provided on the RDT website, literature, or in any written quotations are intended to be accurate. However, RDT reserves the right to change specifications without notice to Purchaser. Any such changes will apply to future orders only and will not affect orders already accepted by RDT. RDT makes no warranties, express or implied, about the suitability of its products for any particular purpose, and TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING APPLICABLE PROVINCIAL SALE OF GOODS LEGISLATION (INCLUDING BUT NOT LIMITED TO THE SALE OF GOODS ACT (ONTARIO) AND EQUIVALENT PROVINCIAL STATUTES), HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE FOREGOING DISCLAIMER SHALL NOT AFFECT ANY EXPRESS WARRANTIES SPECIFICALLY SET FORTH IN SECTION 11 OF THESE TERMS AND CONDITIONS. Purchaser is solely responsible for determining the suitability of the products for their intended use and assumes all risks and liability whatsoever in connection therewith.



4. **Purchaser's Property.** If the Purchase Order includes work to be done on property or material supplied by Purchaser, RDT shall not be liable for any loss or damage to Purchaser's property during RDT's manufacturing process, unless the loss or damage was the result of RDT's gross negligence or willful misconduct, and in no event shall RDT's liability exceed the documented value of the Purchaser's property in RDT's possession (if applicable).
5. Published prices are subject to change without notice. Failure to object to the price change of a Purchase Order after notice shall be deemed to be acceptance of the price change. Prices are delivered-at-place (DAP) and do not include duty, insurance fees, and export licenses if required. All quoted prices exclude applicable taxes, including, but not limited to, federal Goods and Services Tax (GST), Harmonized Sales Tax (HST), Provincial Sales Tax (PST), Quebec Sales Tax (QST), excise taxes, or any other similar taxes imposed by any federal, provincial, or local authority. The Purchaser is responsible for compliance with all applicable tax regulations under the Excise Tax Act (Canada) and applicable provincial tax legislation in their jurisdiction(s). RDT reserves the right to modify prices upon written notice (email being sufficient) to Purchaser in the event of significant changes in raw material costs, labor costs, or other market conditions affecting RDT's cost of performance. Prices quoted are held for 30 days unless quoted otherwise.
6. **Minimum Purchase Order.** \$500.00
7. **Delivery.** Items in stock will be shipped within 10-15 business days from receipt of payment. For items not in stock, an estimated delivery date will be specified upon acceptance of the Purchase Order(s). Lead times commence upon receipt of the Purchase Order(s) (ARO) and are valid during the quotation's validity period. Production scheduling operates on a first-come, first-served basis, and the final production schedule will be confirmed upon receipt of a valid, executed and finalized Purchase Order(s). After acceptance of a Purchase Order, RDT will provide an estimated delivery date and will use its commercially reasonable efforts to meet the estimated delivery date. Delivery dates are subject to change if property or material to be supplied by the Purchaser does not arrive by the date mutually agreed to by the parties. RDT will notify Purchaser of any anticipated delay in delivery (email being sufficient). RDT reserves the right to ship ahead or reschedule unless the Purchaser specifies otherwise. RDT also reserves the right to adjust production timelines due to unforeseen circumstances and will communicate any such changes within a commercially reasonable time period (email being sufficient).
8. **Shipping Terms and Insurance.** RDT assures proper packaging and will ship by any method selected by RDT unless otherwise specified in the Purchase Order(s). Shipping and handling charges are the responsibility of the Purchaser. RDT shipping terms are DAP (delivered-at-place). Any insurance requested shall be prepaid by Purchaser or added to Purchaser's invoice. RDT shall not be liable for loss or damage to the goods after delivery of the System to a common carrier.
9. **Export Compliance and Trade Controls.**
 - 9.1 **Export Compliance.** Purchaser acknowledges that products, services, and technical data provided hereunder may be subject to export control laws and regulations of the United States and Canada, including but not limited to the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR"), the Export and Import Permits Act (Canada) ("EIPA"), and the Canadian Export Controls List ("ECL"). Purchaser agrees to comply with all applicable export and import control laws and regulations of both the United States and Canada, and to obtain, at its own expense, any necessary export licenses or other governmental approvals, (including those required by Global Affairs Canada) prior to the exportation or re-exportation of the products, services, or technical data. Purchaser further agrees to indemnify and hold harmless RDT



from and against any claims, damages, losses, costs, expenses, or liabilities arising out of or related to Purchaser's non-compliance with any applicable export or import control laws and regulations.

9.2 Contingency of Offer. The offer by RDT to sell ITAR-controlled products, services, or technology, and the corresponding delivery schedules, are contingent upon RDT obtaining all requisite U.S. and Canadian government approvals and export licenses, including those required under the Export and Import Permits Act (Canada) and any authorizations required by Global Affairs Canada. Purchaser acknowledges that any and all delivery timelines are subject to modification based upon the receipt of necessary regulatory approvals.

9.3 Purchaser Responsibilities. Purchaser shall provide RDT with all necessary end-use, end-user, and destination information in a timely and accurate manner. Purchaser acknowledges that any delays in providing such information may result in delays in delivery timelines and schedules.

9.4 Restrictions on Transfers. Purchaser agrees not to transfer, re-export, or re-transfer any products, services, or technical data that are controlled under ITAR, the Export and Import Permits Act (Canada), or any other applicable export control laws, without the prior written authorization from the U.S. government, the Government of Canada (including Global Affairs Canada), or as otherwise required by applicable law. Purchaser shall ensure that any such authorized transfers comply fully with all relevant export control laws and regulations of both the United States and Canada.

9.5 Changes and Cancellations. If the required approvals or licenses are denied, rescinded, or otherwise unattainable, RDT reserves the right, in its sole discretion, to modify or cancel the quotation and any associated Purchase Order(s) without incurring any liability towards Purchaser.

9.6 Regulatory Processing Delays. Seller shall not be responsible for delays caused by government processing of export licenses, regulatory approvals, or other authorizations required under applicable Export Regulations. No penalties, late delivery charges, or other costs shall be applied to Seller for delays resulting from conditions outside of Seller's direct control, including but not limited to government processing times for export licenses, authorizations, and related regulatory approvals. Such delays shall be treated as Force Majeure events under Clause 31.

9.7 End User Documentation Requirements. If any shipment under this Order requires an end user certificate, end user statement, or similar export documentation to be provided by Buyer, Buyer shall provide such documentation to Seller no later than thirty (30) days after Seller's acceptance of the Purchase Order. If Buyer fails to provide the required end user certificate or export documentation within this timeframe, Seller shall have the right, at no cost or penalty to Seller, to suspend all work and hold all applicable export license applications until such documentation is received from Buyer. During any such suspension, delivery schedules shall be extended by a period equal to the delay in receiving the required documentation, and Seller shall not be liable for any late delivery or non-performance claims.

9.8 Controlled Goods Program. If any products, services, or technical data provided hereunder constitute "controlled goods" under the Defence Production Act (Canada) and the Controlled Goods Regulations, the Purchaser shall also comply with Canada's Controlled Goods Program ("CGP") and shall not examine, possess, transfer, or otherwise access such controlled goods unless the Purchaser is registered in, exempt from, or otherwise authorized under the CGP and applicable law. Purchaser shall, upon request, provide RDT with evidence of its CGP registration status or applicable exemption prior to delivery of any such controlled goods. Purchaser agrees to indemnify and hold harmless RDT from and against any claims, damages, losses, costs, expenses, or liabilities arising out of or related to Purchaser's failure to comply with the CGP or any applicable



requirements under the Defence Production Act (Canada) and the Controlled Goods Regulations.

10. Terms of Payment.

10.1. Payment terms are determined based on the nature of the Purchaser, as follows: (a) Commercial Purchasers. Purchase Order(s) for delivery to a commercial Purchaser must be fully prepaid in US dollars or Canadian dollars unless specified differently in the formal quotation. The Purchase Order is transferred to production only after payment is received and confirmed as per agreed prepayment conditions. Where currency conversion is required, the exchange rate shall be the rate published by the Bank of Canada on the date of payment. (b) Government of Canada Purchasers. Where the Purchaser is the Government of Canada or any department, agency, or Crown corporation thereof, payment terms shall be net thirty (30) days following receipt and written acceptance of the goods or services by the Purchaser, in accordance with the Treasury Board Directive on Payments and related guidance. Advance payments shall not be required of a Government of Canada Purchaser except where expressly authorized and justified in accordance with applicable federal authority. Where currency conversion is required, the applicable exchange rate shall be determined in accordance with the foreign exchange provisions of the applicable RFP or Contract. If no such provision is specified in the applicable RFP or Contract, the parties shall agree in writing on the applicable exchange rate prior to execution of the Purchase Order. In all cases, payment shall be made in US dollars or Canadian dollars, as specified in the formal quotation. RDT only accepts bank wire transfers or EFT (Electronic Funds Transfer) of immediately available funds. Any disputed amounts must be reported to RDT in writing within five (5) business days of invoice receipt, with a detailed explanation of the dispute. Undisputed portions of any invoice must be paid according to the applicable payment terms set out above.

Purchaser shall pay any GST, HST, PST, QST, or other taxes or levies imposed by any federal, provincial, or local government authority in Canada which results from the sale of the System.

10.2. Purchaser shall pay any sales or use tax imposed by a sovereign government, provincial, or local government, which results from the sale of the System.

11. **Warranties.** Equipment warranty is applicable only when operated and maintained by RDT Certified Operators. In the event Certified Operators become unavailable, Seller shall provide emergency certification training within fourteen (14) business days to customer-designated personnel to maintain warranty coverage. All warranties apply only to the first end-user of the product; provided, however, that all certification requirements, operational qualifications, and safety protocols required for the proper operation of the product shall transfer to and be binding upon any subsequent operators or users of the product, regardless of any change in ownership, staffing, or operational control. This warranty applies only to hardware products manufactured by or for RDT that can be identified by the RDT's trademark, trade name, serial number, or logo affixed to them. The warranty does not apply to any non-RDT hardware products or any third-party software, even if packaged, integrated with, or sold with RDT hardware. In some cases, manufacturers, suppliers, or publishers, other than RDT ("third-party providers") may provide warranties to the end-user purchasers.

11.1. **Octopus ISR Series.** RDT warrants Octopus ISR series products to meet or exceed the stated specifications, and to be free from defects in material or workmanship. This warranty shall be valid for one (1) year or Five Hundred (500) hours of powered use (as measured by an internal timer), whichever occurs first, in each case from the time of shipment, under normal use and service. All Octopus ISR series products should be installed and operated on a manufacturer-provided vibration isolator. Warranty shall not be applicable if the gimbal is operated hard mounted.



11.2. **UAV Products.** Penguin and its components are warranted to be free from manufacturing defects and meet written specifications only. This warranty is valid for sixty (60) days from shipment date and is subject to the Return Policy set forth in these Terms and Conditions. All other UAV products and subcomponents (excluding Penguin) are warranted to be free from manufacturing defects and meet written specifications only. This warranty is valid for three hundred sixty-five (365) days from shipment date and/or Three Hundred (300) hours of usage (as measured by an internal timer or flight log data), whichever comes first, and is subject to the Return Policy set forth in these Terms and Conditions.

12. **Warranty Terms and Conditions.**

12.1. Purchaser accepts all responsibility for damage and loss caused during the operation of the product. Parts and/or Goods damaged during operation will not be covered by the warranty unless such damage was caused by a manufacturing defect of such Parts and/or Goods by RDT. Any flight incident or accident must be reported within 72 hours by Purchaser on an RDT incident reporting form and provided together with the requested telemetry files and video files (if applicable) and any other information mentioned in the RDT incident reporting form and related to that incident. If the report and information are not provided within the required time RDT may decline to provide Warranty service. In the event, Purchaser is found to have provided wrong or modified data, or in any other way information intended to deceive RDT, then RDT may decline to provide Warranty service.

12.2. RDT will provide reasonable resources to investigate the incident or accident cause and provide Purchaser with the feedback on the root cause of the incident or accident.

12.3. Failure to provide valid telemetry files and requested documents within 72 hours of incident or accident automatically removes RDT of any responsibility for the incident or accident.

12.4. In case the incident or accident analysis requires more than five (5) hours of labor from RDT, Purchaser agrees to pay for the additional labor at RDT's standard labor rate.

12.5. In case the incident or accident was caused by operator error, exceeding the operational limits, operator negligence, or failure to follow the procedures outlined in the product documentation, Purchaser agrees to pay for the investigation at manufacturer's standard labor rate plus any additional expenses such as engineering tests, flight tests, and engine tests.

12.6. Regardless of the root cause of the incident or accident, if the product needs to be sent to RDT for the investigation, Purchaser agrees to cover all expenses of shipping the product to RDT and from RDT. Purchaser also agrees to pay for any packaging expense.

12.7. This warranty does not extend to any product if found that Purchaser did not follow RDT's operational and maintenance manuals, which caused or may have caused the incident or accident. Such procedures and manuals include, but are not limited to, maintenance manuals, operating manuals, operator qualifications, and training procedures.

12.8. RDT's obligations, with respect to such applicable warranty returns, are limited to, at RDT's sole option: (i) repair of the defective System, (ii) replacement of the defective System with a new or refurbished product, or (iii) refund of the purchase price actually paid for the System. Please refer to Return Policy for the applicable return procedure.

12.9. RDT shall pay for return shipping costs of items returned under Warranty. If RDT



determines that the returned items are not eligible for warranty repair, then Purchaser shall be responsible for all shipping costs and all costs of test, evaluation, repairs necessary to complete test and evaluation, and repair or replacement. In case Purchaser would like to expedite the delivery of the items returned under Warranty, Purchaser agrees to pay the difference between the standard and expedited methods.

12.10. Repaired or replaced items shall be warranted for a period which is the greater of either (1) 90 days or (2) the unexpired portion of the original warranty period as of the date of notice to RDT of the warranty failure. This warranty does not extend to any product which has been subjected to misuse, abuse, neglect, accident, improper installation, improper operation, use, operation, or exposure to conditions in violation of instructions furnished by RDT, or which has been repaired or altered by Purchaser or persons other than RDT, or which has been subjected to improper voltages, environmental conditions beyond the item specified performance requirements, improper signals, excessive testing, lifetime testing, accelerated lifetime testing, any testing intended to test or evaluate the limits of the item's lifetime, or testing or operation exceeding the item product specifications.

12.11. No product shall be deemed defective by reason of normal wear and tear, the impact of "Variables", or Purchaser's failure to properly store, secure, install, operate, or maintain the products in accordance with good industry practices or specific recommendations or instructions of RDT.

Please note: The specifications of a System may vary from the published specifications, depending on the application of specific factors, including but not limited to, installation methods, mounting and platform characteristics, and operator skills; other equipment used with the Goods; and environmental and actual climatic conditions ("Variables").

13. Return Policy.

13.1. **Return Procedure for Octopus ISR and Non-UAV Products.** Octopus ISR Series and Other Non-UAV Products. If the System is defective or did not meet RDT stated specifications, Purchaser may return the System within 365 days of the shipping date and/or Two Hundred (200) hours of usage (as measured by an internal timer), whichever comes first. Prior to the return of the System, Purchaser must obtain a RETURN AUTHORIZATION NUMBER. No System will be processed without a RETURN AUTHORIZATION NUMBER. A Purchaser should then pack the System carefully and return it to RDT, freight prepaid, together with an explanatory note and the RETURN AUTHORIZATION NUMBER. The returned System must be in the original package and free of any defect or damage caused by shipping. If RDT finds that the System does not meet the specifications set forth herein, RDT shall, at its sole option, either refund the purchase price, repair the defect, or replace the System. If RDT determines the returned System meets the specifications set forth herein, the System shall be returned to Purchaser, after which Purchaser shall pay all associated expenses, including labor, administrative expenses, shipping, packaging, and handling expenses.

13.2. **UAV Products and Subcomponents (Excluding Penguin).** Shall not be returned unless they do not meet Purchaser's specifications or contain a manufacturing defect. If the System is defective or did not meet the Purchaser's specifications, Purchaser may return the System within 365 days of shipping date and/or Three Hundred (300) hours of usage (as measured by an internal timer or flight log data), whichever comes first. Prior to the return of the System, Purchaser must obtain a RETURN AUTHORIZATION NUMBER. No System will be processed without a RETURN AUTHORIZATION NUMBER. Purchaser should then pack the System carefully and return it to RDT, freight prepaid, together with an explanatory note and the RETURN



AUTHORIZATION NUMBER. The returned System must be in the original package and free of any defect or damage caused by shipping. If upon receipt of the System RDT determines the System did not meet Purchaser's specifications or is not free from defect, RDT shall, at its sole option, either refund the purchase price, repair the defect, or replace the System.

13.3. Penguin. Shall not be returned unless they do not meet Purchaser's specifications or contain a manufacturing defect. If the Penguin is defective or did not meet the Purchaser's specifications, Purchaser may return the Penguin within sixty (60) days of shipping date. Prior to the return of the Penguin, Purchaser must obtain a RETURN AUTHORIZATION NUMBER. No Penguin will be processed without a RETURN AUTHORIZATION NUMBER. Purchaser should then pack the Penguin carefully and return it to RDT, freight prepaid, together with an explanatory note and the RETURN AUTHORIZATION NUMBER. The returned Penguin must be in the original package and free of any defect or damage caused by shipping. If, upon receipt of the Penguin, RDT determines the Penguin did not meet Purchaser's specifications or is not free from defect, RDT shall, at its sole option, either refund the purchase price, repair the defect, or replace the Penguin.

14. Purchase Order Cancellation Before Delivery.

14.1. Cancellation Request. A Customer must submit a written cancellation request to cancel a Purchase Order after it has been placed but before it has been delivered. This can be done via email, letter, or any other written communication method agreed upon by RDT.

14.2. Timelines and Fees. Any Purchase Order canceled within five (5) days from the order date will be processed without any additional charges. However, Purchase Orders canceled five (5) days or more after the Purchase Order date will be subject to a restocking fee of twenty (20) percent of the Purchase Order's total cost.

14.3. Refund Process. Once a cancellation request has been received and approved, a refund, minus any applicable restocking fees, will be processed. The refund will be applied to the original method of payment used for the purchase. The processing time may vary depending on the payment method and bank involved.

14.4. Exceptions. Where the product has been shipped or is in transit, additional shipping or handling charges may apply and will be deducted from the refund amount.

15. Support Services. Nothing in these Terms and Conditions shall be construed as requiring RDT to provide support services to Purchaser. RDT shall provide support services to Purchaser in accordance with a separate agreement.

16. Proprietary Rights.

16.1. IP Rights Retention. RDT shall retain all rights, title, and interest in and to all intellectual property rights, including but not limited to patents, copyrights, trade secrets, and know-how, in all technical data and information, whether patentable or not, arising out of or evolving as a result of the manufacture of products meeting Purchaser's specifications, including any improvements, modifications, or derivative works thereof. Purchaser agrees not to assert against RDT any patent rights the scope of which is included within the manufacture of products delivered hereunder by RDT, and which relate to an invention made by or for Purchaser on a date subsequent to the date of delivery of the product to Purchaser. Purchaser represents and warrants that any specifications, designs, or requirements provided by Purchaser to RDT shall not infringe on the proprietary rights of third parties.



16.2. **Prohibitions.** Purchaser is hereby, without limitation, prohibited from (a) manufacture or enable manufacture by itself or any third party of the products or parts thereof, products similar thereto, or products derived therefrom; (b) decompile, disassemble, decode, reproduce, redesign, or reverse engineer any samples, prototypes, software, data interfaces, products, equipment or other tangible objects or any part thereof provided hereunder; (c) perform any services relating to the products or equipment purchased; (d) apply for any patents or copyright registrations containing the "Proprietary Information" to design, manufacture, repair or overhaul products, or parts therefor, to reverse engineer such products or parts, to compare such products or parts to those other than RDT's or to design products or parts similar to RDT's or to obtain Transport Canada Parts Manufacturer Approval or equivalent certification under the Aeronautics Act (Canada), or other governmental approval to manufacture such products or parts, without RDT's expressed, prior written consent.

17. Limitation of Liability.

17.1. RDT shall not be liable for consequential (to include lost profits and business interruption), incidental, special, or punitive/exemplary damages alleged to arise from, or relate to the deliverables and/or this contract however or whenever caused. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Notwithstanding the foregoing, RDT's cumulative liability (if any) to Purchaser for all claims of direct damage of any kind resulting from RDT's performance or breach of this contract or from the deliverables furnished hereunder, including any procurement costs incurred as a result of a default, shall not exceed the total purchase price paid by Purchaser for the specific product(s) giving rise to the claim under this Contract. This limitation shall not apply to claims arising from RDT's gross negligence, willful misconduct, or claims for bodily injury or death. This limitation applies regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

17.2. Purchaser shall be solely responsible for the operation of the product in accordance with all applicable federal, provincial, and local laws and regulations of Canada, including but not limited to the Aeronautics Act (Canada), Transport Canada's Canadian Aviation Regulations (CARs), regulations pertaining to Remotely Piloted Aircraft Systems (RPAS), airspace restrictions, the Privacy Act (Canada), the Personal Information Protection and Electronic Documents Act (PIPEDA), applicable provincial privacy legislation, export control regulations, and the Corruption of Foreign Public Officials Act (Canada) ("CFPOA"). Each party represents and warrants that it has not and will not, directly or indirectly, offer, promise, give, or authorize the payment of money or anything of value to any government official, political party, or candidate for political office for the purpose of influencing any act or decision in order to obtain or retain business in connection with these Terms and Conditions. Purchaser shall indemnify, defend, and hold harmless RDT, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, fines, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees and legal costs on a solicitor-client basis) arising from or relating to Purchaser's failure to comply with such laws and regulations, or from Purchaser's use, operation, or modification of the products.

17.3. Notwithstanding any provision to the contrary herein, RDT shall not be liable for indirect,



special, incidental, consequential, or punitive damages, including but not limited to loss of profits, loss or corruption of data, loss of use, or interruption of business, arising out of or in connection to any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, information, or other communications maintained or transmitted by the products, except to the extent such damages result from the gross negligence or willful misconduct of RDT.

18. **Indemnification for Intellectual Property Infringement.** The Purchaser shall indemnify, defend, and hold harmless RDT against any and all claims, damages, fines, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees and legal costs on a solicitor-client basis) arising out of or relating to any claim that the specifications, designs, or requirements provided by the Purchaser to RDT infringe the intellectual property rights of a third party. RDT shall provide prompt written notice (email being sufficient) of any such claim and shall allow the Purchaser to control the defense and settlement of the claim; provided that, the Purchaser shall not settle any claim in a manner that admits liability or fault on the part of RDT without RDT's prior written consent.
19. **Confidentiality Obligations.** The Purchaser agrees to maintain the confidentiality of all proprietary information received from RDT. Proprietary information includes, but is not limited to, technical data, trade secrets, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information ("Proprietary Information"). The Purchaser agrees not to use any Proprietary Information for any purpose outside the scope of these Terms and Conditions or disclose Proprietary Information to any third party without the prior written consent of RDT. This confidentiality obligation shall survive the termination or expiration of any agreement, Purchase Order, and these Terms and Conditions for a period of five (5) years. The Parties shall comply with all applicable data protection and privacy laws, including but not limited to the Personal Information Protection and Electronic Documents Act (PIPEDA), applicable provincial privacy legislation (including Quebec's Act Respecting the Protection of Personal Information in the Private Sector (Law 25)), and, where applicable, the proposed Consumer Privacy Protection Act (CPPA). Each Party shall (i) implement appropriate technical and organizational measures to ensure the security of Personal Data; (ii) process Personal Data only in accordance with applicable laws and the documented instructions of the data controller; (iii) assist the other Party in fulfilling its obligations under applicable data protection laws; and (iv) enter into additional data processing agreements as required by applicable law. These data protection obligations shall survive indefinitely, except for trade secrets which shall be maintained as confidential for so long as they qualify as trade secrets under applicable law.
20. **Product Recall Clause.** In the event of a product recall initiated by RDT, the Purchaser shall cooperate fully with RDT in the execution of the recall, including, but not limited to, the return of any products subject to the recall. RDT shall bear the cost of the recall, including shipping, replacement, and repair of the recalled product, unless the recall is due to the Purchaser's specifications, designs, or requirements, in which case the Purchaser shall be responsible for such costs.
21. **Retention of Title Clause.** Title to and ownership of the products shall remain with RDT until such time as full payment for the products has been received by RDT. In the event of Purchaser's bankruptcy, insolvency, receivership, or similar proceedings under the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), or any other applicable insolvency legislation, whether voluntary or involuntary, or in the event of any proceedings for Purchaser's dissolution or liquidation, RDT shall have the right to: (i) immediately reclaim and take possession of any unpaid products; (ii) terminate any further deliveries; and (iii) terminate



this agreement. This title retention provision shall be deemed a security interest under applicable provincial personal property security legislation and RDT shall have the right to file any financing statements or other documents to perfect its security interest in the products. Upon full payment, title to the products shall pass to the Purchaser. Until title to the products passes to the Purchaser: (a) the Purchaser shall hold the products as bailee for RDT; (b) shall keep the products separate from those of the Purchaser and third parties; (c) shall properly store, protect, and insure the products; (d) shall identify the products as RDT's property; and (e) shall not pledge, encumber or otherwise use the products as collateral. RDT reserves the right to repossess the products if full payment is not received when due.

22. **Software Licensing and Restrictions.** The "Software" (meaning any and all computer programs, applications, code, algorithms, and other software in object code or source code form, including any updates, modifications, or enhancements thereto, provided by Seller to Purchaser under this Agreement) provided hereunder is licensed, not sold, to the Purchaser for use only under the terms of this license. The Purchaser is granted a non-exclusive, non-transferable, revocable license to use the software, including any updates and patches provided by Seller at its sole discretion, solely in connection with (i) the products provided under these Terms and Conditions and (ii) third-party products that are explicitly approved in writing by Seller for use with the products for the duration of this Agreement, unless earlier terminated as set forth herein. The Purchaser agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the software, except to the extent such restrictions are prohibited by applicable law. Any such permitted decompilation shall be done solely for the purpose of achieving interoperability with independent software and only if RDT has not made such information available within a reasonable time upon written request. The Purchaser further agrees not to modify, rent, lease, loan, distribute, or create derivative works based on the software or the products, except as expressly authorized by RDT in writing. RDT may terminate the software license immediately upon written notice if Purchaser breaches any terms of this license. Upon termination or expiration of this Agreement or the software license: (a) all rights granted to Purchaser shall immediately cease; (b) Purchaser shall promptly cease all use of the software; and (c) Purchaser shall delete or destroy all copies of the software in its possession and certify such deletion or destruction in writing to RDT. RDT shall provide software updates and maintenance in accordance with its standard support policy, which may be modified from time to time. RDT is not obligated to provide custom modifications or enhancements to the software. Technical support and maintenance services may be subject to additional fees as specified in RDT's then-current fee schedule.
23. **Change of Control Clause.** In the event of a change of control of the Purchaser, including, without limitation, through a merger, acquisition, or sale of substantially all its assets, RDT shall have the right, in its sole discretion, to either (i) terminate any agreement or Purchase Order upon thirty (30) days' written notice to the Purchaser, during which period Purchaser may complete any pending orders placed prior to such notice, or (ii) require Purchaser to renegotiate the terms of the applicable agreement and/or Purchase Orders to reflect the new control structure. If the parties cannot agree on revised terms within sixty (60) days of RDT's request for renegotiation, RDT may terminate the applicable agreement and/or Purchase Orders immediately upon written notice.
24. **Notice.** All notices and requests required or authorized under these Terms and Conditions shall be given in writing and shall be deemed given (i) when delivered personally, (ii) when sent by confirmed electronic mail with a copy sent by another means specified in this section, (iii) three (3) business days after having been sent by certified mail, return receipt requested, or (iv) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt. All communications shall be sent to the addresses set forth below or to such other address as may be designated by a party by giving written notice to the other party pursuant to this section.





Notice to Redwire Defense Tech

Notice to Purchaser:

Redwire Defense Tech Operations, LLC (*f/k/a*
Edge Autonomy Operations, LLC)

c/o Stefanie Polk

170 Jetplex Blvd SW, Suite E

Huntsville, AL 35824

Mobile: +1 (256) 361-6926

Email: Stefanie.polk@rdw.com

25. **Insurance.** Purchaser shall purchase and maintain, at its own expense, comprehensive general liability insurance with minimum coverage of CAD \$5,000,000 per occurrence and CAD \$10,000,000 in the aggregate, including product liability coverage and, where applicable, aviation liability coverage compliant with the Aeronautics Act (Canada) and Transport Canada requirements, for all products purchased from RDT. Such insurance shall (i) name RDT as an additional insured, (ii) be primary and non-contributory with respect to any insurance maintained by RDT, (iii) include a waiver of subrogation in favor of RDT, and (iv) provide for thirty (30) days' written notice to RDT prior to any cancellation or material change in coverage. Purchaser shall provide RDT with certificates of insurance evidencing such coverage prior to delivery of any products and annually thereafter.
26. **Security Interest.** RDT shall retain a security interest in the products and any proceeds thereof until full payment has been received ("Full Payment"). Full Payment means receipt by RDT of all amounts due under the applicable purchase order(s), including any disputed amounts that have been finally resolved between the parties or by a court of competent jurisdiction. The Purchaser agrees to (i) execute and deliver any documents necessary to create, perfect, and maintain such security interest, including financing statements under the applicable Personal Property Security Act ("PPSA") in the relevant Canadian province(s), (ii) not relocate, sell, lease, or otherwise transfer the products without RDT's prior written consent until Full Payment is made, and (iii) maintain the products in good condition and keep them free from any other liens or encumbrances until Full Payment is made. RDT shall have all rights and remedies of a secured party under the applicable PPSA. Within five (5) business days of receiving Full Payment, RDT shall (a) release its security interest in the applicable products, (b) file a discharge of any related PPSA financing statements, and (c) execute and deliver to Purchaser any other documents reasonably necessary to evidence such release.
27. **Governing Law and Dispute Resolution.** These terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law provisions. Any dispute, controversy, or claim arising out of or relating to these terms, including the formation, interpretation, breach, or termination thereof, shall be resolved by binding arbitration administered by the ADR Institute of Canada, Inc. in accordance with its National Arbitration Rules. The place of arbitration shall be Ottawa, Ontario. The arbitration shall be conducted by a single arbitrator. The arbitrator's decision shall be final and binding upon the parties, and judgment upon the award may



be entered in any court having jurisdiction thereof. In the event of any arbitration or other proceeding arising out of or relating to these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable and documented attorneys' fees and costs, including expert witness fees and costs of appeal, if any. Any claim or cause of action arising under or relating to these Terms and Conditions must be commenced within the applicable limitation period prescribed under Ontario's Limitations Act, 2002, S.O. 2002, c. 24, Sched. B, or such other applicable limitations legislation, and the parties agree not to assert any claim that is time-barred under applicable law.

28. **Waiver.** No failure or delay by RDT in exercising any right, power, or privilege under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by RDT must be express and in writing signed by an authorized representative of RDT. No waiver by RDT of any breach by Purchaser shall be deemed a waiver of any subsequent breach of the same or any other provision.
29. **Severability.** If any provision specified herein is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision herein or invalidate or render unenforceable such provision in any other jurisdiction. The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely approximates the original intent of the parties.
30. **Force Majeure.** RDT, including its affiliates, shall not be liable for any failure or delay in the delivery of goods, performance of services, or other obligations under this quotation caused by a *Force Majeure Event* (as defined below). A "Force Majeure Event" means any event or circumstance beyond the reasonable control of RDT and/or its affiliates, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, cyberattacks, pandemics, or any actions, changes, or delays by the U.S. government, the Government of Canada, or other regulatory authorities impacting export licensing, including but not limited to those under ITAR, EAR, the Export and Import Permits Act (Canada), or similar export control laws and regulations. RDT shall promptly notify Purchaser in writing of any Force Majeure Event, including reasonable details of the event, its expected duration, and potential impact on performance. RDT and/or its affiliate's obligations under this quotation, including delivery timelines, shall be suspended for the duration of the Force Majeure Event, and any timelines or terms provided herein shall be extended accordingly. During the Force Majeure Event, RDT shall use commercially reasonable efforts to mitigate its effects and keep Purchaser informed of progress in resolving the situation. RDT and/or its affiliates reserve the right, at their sole discretion, to allocate available resources and inventory among their customers in a commercially reasonable manner. If a Force Majeure Event renders performance impracticable or impossible for a period exceeding sixty (60) days, RDT and/or its affiliates may withdraw or modify this quotation without liability, provided that RDT has made reasonable efforts to overcome or work around the Force Majeure Event. Purchaser remains responsible for any costs or obligations incurred up to the date of withdrawal or modification.
31. **Paragraph Headings.** The headings to the paragraphs herein are inserted for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.
32. **Survival of Terms.** Notwithstanding the expiration or termination of any terms or provisions herein for any reason, the provisions regarding confidentiality, indemnification, limitation of liability, intellectual property rights, warranty obligations, payment obligations, insurance requirements, dispute resolution, governing law, and any other provisions which by their nature should survive or which are expressed to survive



termination, shall remain in full force and effect according to their terms. All payment obligations accrued prior to termination shall also survive.

33. **Entire Agreement.** These Terms and Conditions, including all exhibits and schedules hereto (if applicable), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions between the parties, whether oral or written. No statements, promises, or inducements made by any party, or any agent or employees of either party, which are not contained herein shall be valid or binding. These Terms and Conditions may not be amended, modified, or supplemented except by a written instrument duly executed by authorized representatives of both parties.