

Perspective Robotics US LLC (“Fotokite”) Terms & Conditions of Purchase

Acceptance of this order is expressly limited to the conditions contained herein and any additional or different terms or conditions contained in Seller's “standard” terms and conditions and/or response hereto shall be deemed objected to by the Buyer without need of further notice of objection and shall be of no effect nor in any circumstances binding upon the Buyer. Seller will be deemed to have assented to all conditions contained herein if any part of the described items is shipped or services rendered. These Conditions constitute the entire and only agreement between the parties hereto; and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection therewith or usage of the trade not expressly incorporated herein shall not be binding on either party. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of Buyer. The validity of this order and its interpretation shall be governed by the laws of the State of New York, U.S.A. This agreement shall be construed to be between merchants. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement or any goods relating thereto.

1. PRICE

The price for the items and/or services to be performed hereunder shall not be higher than that appearing on the face of this order. Seller warrants that prices charged for the products ordered herein are not higher than those to any other customer, including any federal, state or local government or agency thereof for the identical product or products of like grade and quality in similar or lesser quantity.

2. EXTRA CHARGES

No charges of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight of material, unless otherwise agreed.

3. DELIVERY

All goods shall be delivered DDP (Incoterms 2010) to the location(s) stated by Buyer. Items shall be packed and shipped in accordance with the instructions and specifications on the face of this order. In the absence of any such instructions, the Seller shall comply with best commercial practice to ensure safe arrival at destination at the lowest transportation cost. Any item delivered more than five (5) days prior to the scheduled delivery date may be returned at Seller's risk and expense unless specifically agreed to in writing by Buyer. All shipments in accordance with this order which are shipped directly to Buyer from outside of the United States requires all shipping documentation to be forwarded to Buyer for approval in advance of the shipment leaving the foreign facility.

4. TERMINATION

A. TERMINATION FOR DEFAULT OF SELLER

Time is of the essence in this order, if Seller shall (a) fail to deliver the items or to perform the services ordered hereunder within the time scheduled, or (b) fail to perform any other provision of this purchase

order, or (c) become insolvent, or (d) file or have filed against it a petition under any state or federal bankruptcy or Insolvency law, then, and in any such event without prejudice to Buyer's other rights and remedies Buyer shall have the right, at its option, upon written notice, to terminate this purchase order, in whole or part without any further liability by Buyer. Upon such termination Buyer may: (1) require Seller to deliver forthwith any or all of the items, or parts thereof, which have been produced, or are in process of production pursuant to this purchase order, in which event Buyer shall pay Seller the purchase order price for the acceptable completed items so delivered and shall reimburse Seller for its costs actually incurred with respect to the acceptable parts, and partially completed items so delivered; provided, however, that such costs in no event shall exceed the purchase order price equitably allocated therefor, and/or (2) procure on such terms and in such manner as it may deem appropriate, items and services similar to those so terminated, and to recover from the Seller excess costs incurred by Buyer in procuring such similar items and services.

B. TERMINATION FOR CONVENIENCE

Buyer may terminate all or any part of this order at any time without cause by written notice to Seller. In the event that Buyer terminates this order: (i) Seller shall immediately cease production and mitigate costs, and cause all subcontractors to immediately cease production and mitigate costs, (ii) Buyer shall purchase all fully finished goods in Seller's possession at the effective termination date; and (iii) the parties agree to discuss in good faith a mutually-satisfactory resolution to Seller's work-in-progress and inventory, provided, however, the Seller must return all inventory which is not otherwise useable in its operations and must present Buyer with a detailed written accounting of the inventory and work-in-progress within 60 days after the effective termination date.

5. REJECTIONS

If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the order, including drawings and specifications, if any, Buyer, in addition to any other rights which it may have under warranty or applicable law, shall have the right to reject and return such goods at Seller's expense, for a refund or replacement, at the discretion of Buyer.

6. INSPECTION

Buyer and its customer may inspect and test material, work in progress and supplies at all times and places during manufacture and otherwise. If inspections and tests are made on Seller's premises, Seller, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the inspectors in performing their duties. Inspections and tests by the Buyer shall be performed in such manner as not to delay the work unduly. Buyer may charge to Seller any additional cost of inspection and test when material, work, or supplies are not ready at the time such inspection and test is requested by Seller. In case of rejection, neither Buyer nor its customer shall be liable for any reduction in value of samples used in connection with such inspection or test. Except as otherwise agreed in writing, all shipments and supplies furnished under this purchase order shall be subject to final inspection and acceptance by Buyer after receipt by Buyer at destination notwithstanding any previous source inspection or acceptance. Seller shall maintain an inspection and quality control system acceptable to Buyer and its customer.

7. WARRANTY

Seller warrants that the goods and/or services covered by this purchase order will conform to the design and specifications and to drawings, samples or other descriptions referred to in this purchase order, will be free from defects in material and workmanship, and, to the extent that the Seller knows or has reason to know of the purpose for which the supplies are intended will be fit and sufficient for such purpose. The warranties contained in this paragraph shall run to Buyer and its customers. All goods shipped and services rendered under this order shall be subject to all implied, statutory and express warranties including those created by acts and statements by the Seller. Any exclusion of such warranties by the Seller shall be of no effect.

8. CHANGES

Buyer shall have the right to make changes in the order, but no additional charge will be allowed unless authorized in writing by the Buyer. If such changes affect delivery or the amount to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment.

9. QUANTITIES

It is the Seller's responsibility to furnish the proper quantity called for on this order. No variation in the quantities specified herein will be accepted as compliance with this order, except by prior written agreement. The Buyer reserves the right to return excess shipments at Seller's expense.

10. NON-ASSIGNMENT

Assignment of this order or any interest therein or any payment due or due to become due thereunder, without the written consent of Buyer, shall be void.

11. SET OFF

Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of its affiliated companies, against any amount payable at any time by Buyer or any of its affiliate companies to Seller.

12. COMPLIANCE WITH LAWS

Seller shall comply with all applicable state, federal and local laws, rules and regulations. Without limiting the generality of the foregoing, Seller, in accepting this order, represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of Sections 6, 7 and 14 of the Fair Labor Standards Act of 1938, as amended and of all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under Section 15 thereof. Seller shall insert a certificate on all invoices submitted in connection with this order stating that the goods and services were produced or rendered in accordance with the foregoing representation provided, however, that Buyer's acceptance of a shipment without a certificate does not constitute a waiver of Seller's representation. Additionally, the Seller represents that internationally recognized human rights standards are being adhered to and in no way is Seller complicit with known rights abuses including the use of forced, bonded, or compulsory labor in the manufacture of goods.

13. DODD-FRANK CONFLICT MATERIAL COMPLIANCE

Conflict Minerals (gold, tantalum, tin and tungsten) – Seller represents and warrants that it has conducted the requisite reasonable country of origin inquiry in compliance with the SEC’s conflict minerals rule and determined that either (i) no conflict minerals necessary to the functionality or production of Seller’s Product originated in any “covered country” or (ii) such minerals came from recycled or scrap sources, as those quoted terms are defined by the SEC. (See below) In the event Seller’s reasonable country of origin inquiry relies on representations from processing facilities and/or Seller’s immediate suppliers, Seller shall supply Buyer with certified copies of those representations, which Buyer may file as part of its conflict minerals report, if any.

Recycled or Scrap Sources – Conflict minerals are considered to be from recycled or scrap sources if they are from recycled metals, which are reclaimed end-user or post-consumer products, or scrap processed metals created during product manufacturing. Recycled metal includes excess, obsolete, defective, and scrap metal materials used that contain refined or processed metals that are appropriate to recycle in the production of tin, tantalum, tungsten and/or gold. Minerals partially processed, unprocessed, or a bi-product from another ore will not be included in the definition of recycled material.

14. EQUAL EMPLOYMENT OPPORTUNITY

Fotokite is an equal employment opportunity / affirmative action employer and complies with all applicable laws and regulations. As the Seller, you agree, unless exempted, to incorporate by reference and abide by Executive Order 11246 relating to the employment and advancement of women and minorities and the Equal Opportunity Clause, codified as 41 C.F.R. 60-1.4. As the Seller, you also agree, unless exempted, to incorporate by reference and abide by the Vietnam Era Veterans Readjustment Assistance Act, relating to the employment and advancement of protected veterans, and the Affirmative Action Clause, codified as 41 C.F.R. 61-250.5 and 60-300.5, as well as the Rehabilitation Act of 1973, relating to the employment and advancement of qualified disabled individuals, and the Equal Opportunity Clause, codified as 41 C.F.R. 60-741.5.

15. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this purchase order, the prices include all applicable federal, state and local taxes and duties.

16. LABOR DISPUTE

Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order; Seller shall immediately give written notice thereof to Buyer and include a description of the nature of the disruption and the likely timetable for resolution. Consistent with applicable governing laws, Seller’s employees are allowed to both form and join trade unions for purposes of collective bargaining or have the right to not join such organizations.

17. BUYER'S PROPERTY

Unless otherwise agreed in writing, all tools, equipment or material of every description, furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property

ofFotokite " and shall be stored properly separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

18. CONFIDENTIAL PROPRIETARY INFORMATION

Any information or data furnished by Buyer to Seller with the order in whatever form shall be deemed confidential and proprietary information of Buyer. Such information shall remain the property of Buyer and shall be kept confidential by Seller. Seller shall not use such information or data for any purpose other than performance of its obligations in accordance with this order. The obligations under this paragraph shall survive the cancellation, termination, or completion of this order.

19. INFORMATION DISCLOSED TO BUYER

Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to the Buyer in connection with the purchase of goods or services covered by this order, shall not, unless otherwise specifically agreed upon in writing by the Buyer, be deemed to be confidential or proprietary information, and shall be acquired free from any restriction, (other than a claim for patent infringement), as part of the consideration for this order.

20. ADVERTISING AND ANNOUNCEMENTS

No news release, public announcement, denial or confirmation of same of any part of the subject matter of this purchase order or any phase of this purchase order shall be made without the prior written approval of Buyer's Contract Manager.

21. INDEMNITY

A. INDEMNIFICATION

Seller covenants and agrees at all times to protect, defend, hold harmless and indemnify Buyer, Buyer's customer (and where applicable the government), their respective parents and affiliated companies and their respective directors, officers, employees, successors and assigns from and against any and all claims for loss, damage or injury and from and against any suits, actions, or legal proceedings of any kind brought against Buyer, or such other parties by or on account of any person, persons, or entities, or on account of any injuries received or sustained by any person, persons, or entities in any manner (howsoever arising, including without limitation, by reason of negligence, breach of warranty, defect in design, material, workmanship, services, or otherwise, and even though strict liability be claimed), directly or indirectly caused by, incident to, or growing out of defects in the design, manufacture or materials used in Seller's goods, or negligence in the manufacture or installation of the goods or any other services supplied hereunder. Notwithstanding the above provision, Buyer shall have the right, at its own election, and without releasing any obligation, liability, or undertaking of Seller to indemnify Buyer pursuant to these conditions, to cooperate in the defense of such claim; with permission of the court, to intervene in any such suit or action; and supersede Seller in the defense of any such claims, suits, actions, or legal proceedings. Seller further agrees to promptly pay the settlement or judgment pertaining to all such claims, suits or actions or

legal proceedings; to hold harmless and indemnify Buyer therefrom, and to promptly pay the costs of attorney's fees and all other costs and expenses incurred in any such defense either by Seller and/or Buyer, and to hold harmless and indemnify Buyer therefrom. Seller's covenants of indemnity herein shall continue in full force and effect notwithstanding the termination of this order.

B. INFRINGEMENT INDEMNITY

As to the goods provided, Seller shall be liable for and shall indemnify and save Buyer and each subsequent purchaser or user thereof, harmless from any infringement claim, suit or action, including proceedings alleging that the manufacture, use or sale of such goods infringes any patent, trademark, copyright, semiconductor chip product mask work right or other proprietary right; except, however, that when such alleged infringement arises as a necessary consequence of Seller's compliance with specifications or designs furnished by Buyer which describe that aspect of the goods on which such alleged infringement is based, then Buyer shall be liable and shall save Seller harmless therefrom, but this exception shall not apply if the subject matter given rise to the claim for infringement either (i) was derived from or selected by Seller, or (ii) relates to materials or compositions, or processes relating to materials or compositions.

The party against who such infringement claim is made, or such suit or action is commenced, shall promptly notify the other party in writing. The party required to indemnify under the provisions of paragraph above shall promptly assume and diligently conduct the entire defense of such alleged infringement at its own expense, provided that such party receives prompt written notice of such claim, suit, or action if such is commenced against the other party. Insofar as its interests are affected, the other party shall have the right, at its own expense and without releasing any obligation, liability, or undertaking of the party required to indemnify, to: (i) cooperate in the defense of such claim, and (ii) with permission of the court, to intervene in any such suit or action.

C. INSURANCE

Seller shall maintain comprehensive general liability (including contractual liability and products liability coverages, automobile liability, and employer's liability insurance with limits reasonably required by Buyer, as well as appropriate workers' compensation and disability insurance as will protect Seller from all claims under any applicable workers' compensation and/or occupation disease laws, rules and/or regulations. If requested, Seller shall maintain, at its expense, Errors and Omissions and Product Recall insurance policies. Seller agrees to provide Buyer with thirty (30) days written notice of any change in, or cancellation of, any required insurance policy. Upon request, Seller shall provide Buyer an insurance certificate reflecting the above.

22. FOR WORK ON BUYER'S OR ITS CUSTOMER'S PREMISES

If Seller's work under the order involves operations by the Seller on the premises of Buyer or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and except to the extent that any such injury is due solely to Buyer's or its customer's intentional or grossly negligent act or omission as the case may be, shall indemnify Buyer and its customer against all loss which may result in any way from any act or omission of the Seller, its agents, employees, or subcontractors, and Seller shall maintain such public liability, property damage and employer's liability and compensation insurance as will protect Buyer from said risks and from any

claims under any applicable workers' compensation and/or occupational disease laws, rules and/or regulations.

23. DISPUTES

Any dispute arising under this order which is not settled by agreement of the parties, shall be settled by appropriate legal proceedings pursuant to the Laws of New York State. Seller agrees that any legal proceeding arising hereunder shall be commenced in the courts located in the State of New York. Seller irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising hereunder in the State of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this order, Seller shall proceed diligently with the performance of this order in accordance with the decision of the Buyer.

24. STOP WORK

Buyer may order Seller in writing to stop, suspend, or interrupt all or any part of the work for a period not to exceed 90 consecutive days unless both parties agree to a longer period. If suspension or interruption causes an increase or decrease in the cost or time of performance of this order, the Seller must notify the Buyer in writing within 20 days of the date of the stop work notification. The Seller's claim will be evaluated, an equitable adjustment will be negotiated and the order will be modified in writing to incorporate the adjustment. Seller must make every effort to minimize the incurrence of costs allocable to work covered by the stop, suspend or interrupt work order.

25. ENVIRONMENTAL

A. HAZARDOUS MATERIAL

The Seller shall insure that all materials and chemicals that are harmful to human health, safety, or property are properly contained in accordance with applicable federal, state and local specifications. All containers shall be plainly marked with chemical labels displaying appropriate warnings, precautions, instructions, and storage conditions as required by DOT and OSHA. Material safety data sheets (MSDS) must be provided with chemicals as required by OSHA standards 1920.1200. Mercury and radium shall not be used in processes or manufacture of the materials for this order. Seller shall also ensure that employee working conditions are in compliance with applicable standards and laws to allow for a safe and healthy work environment for employees. Items for consideration include proper machinery safeguards, compliant noise levels, proper ventilation, adequate emergency exits, training, temperature regulation and adequate restroom facilities.

B. OZONE DEPLETING COMPOUNDS

Seller must comply with the latest EPA regulations on ODC elimination (Ref: Fed. Reg Part 82 Subpart E). Additionally, Seller should strive to develop initiatives to minimize negative impact to the environment including activities to reduce the use of resources where possible, properly dispose of hazardous materials, and recycle materials whenever possible.

26. SEVERABILITY AND WAIVER

If any portion or portions of these Conditions shall be for any reason invalid or unenforceable, the remaining portion or portions shall nevertheless continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced as if this order did not contain the particular provision held to be invalid or unenforceable. The failure of Buyer to enforce or insist on the strict performance of any of the Condition(s) in this order shall not constitute waiver of such Condition(s).

27. NOTICE

Any notice required or permitted to be given in accordance with these Conditions shall be sufficient if in writing and if personally delivered or sent by certified mail, return receipt requested, or overnight courier to the parties at the address indicated on the face of this order.