

Staging and Kitting Terms and Conditions

These STAGING AND KITTING TERMS AND CONDITIONS (these “**Terms and Conditions**”) contain the terms and conditions that govern the Staging and Kitting Agreement (as amended and/or restated from time to time, the “**S&K Agreement**”) entered into by and between Gadget Lab, LLC (“**Gadget Lab**”) and the customer identified in the S&K Agreement (“**Customer**”, and together with Gadget Lab, the “**Parties**”, and each, a “**Party**”).

1. **Services**. Gadget Lab shall provide to Customer the services (the “**Services**”) set out in the S&K Agreement at the price set forth in the same. The Services are to be rendered at Gadget Lab’s facilities. Completion dates are estimates only and cannot be guaranteed. Gadget Lab is not liable for any delays in shipments. These Terms and Conditions, as amended and/or restated from time to time, together with the S&K Agreement (collectively, the “**Agreement**”), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of these Terms and Conditions and the terms and conditions of any S&K Agreement, these Terms and Conditions supersede and control.

2. **Customer Obligations**. Customer shall:

2.1 Designate one of its employees to serve as its primary contact with respect to the Agreement and to act as its authorized representative with respect to matters pertaining to the Agreement (the “**Customer Contract Manager**”), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

2.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Gadget Lab for instructions, information, or approvals required by Gadget Lab to provide the Services.

2.3 Cooperate with Gadget Lab in its performance of the Services and provide access to Customer’s premises, employees, contractors, and equipment as required to enable Gadget Lab to provide the Services.

2.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Gadget Lab’s provision of the Services.

3. **Fees and Expenses**.

3.1 In consideration of the provision of the Services by Gadget Lab and the rights granted to Customer under the Agreement, Customer shall pay the fees set out in the S&K Agreement in the time and manner set forth therein. Customer shall make all payments under the Agreement by wire transfer, check, ACH, or credit card (though any processing fee charged by the credit card company shall be charged to Customer) and in US dollars.

3.2 Customer shall reimburse Gadget Lab for all reasonable expenses incurred in performing the Services within five (5) days of receipt by the Customer of an invoice from Gadget Lab.

3.3 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer under the Agreement.

3.4 All late payments shall bear interest at the lesser of (a) the rate of 1.5% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Gadget Lab for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under the Agreement or at law (which Gadget Lab does not waive by the exercise of any rights under the Agreement), Gadget Lab shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due under the Agreement.

4. Limited Warranty and Limitation of Liability.

4.1 Gadget Lab warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the Agreement.
- (b) Using personnel of required skill, experience, and qualifications.
- (c) In a workmanlike manner.

4.2 Gadget Lab's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Gadget Lab shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Gadget Lab cannot cure such breach within thirty (30) days after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 7.2.

(b) In the event the Agreement is terminated pursuant to Section 4.2(a) above, Gadget Lab shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as defined in below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Customer.

4.3 GADGET LAB MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 4.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under the Agreement or prepared by or on behalf of Gadget Lab in the course of performing the Services (collectively, the "**Deliverables**"), except for any Confidential Information of Customer or customer materials, shall be owned by Gadget Lab. Gadget Lab hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

6. Confidentiality. From time to time during the Term of the Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form then is clearly labeled as "confidential," or if disclosed orally, then is identified as confidential when disclosed and within fifteen (15) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure under the Agreement; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group (as defined below) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

7. Term, Termination, and Survival.

7.1 The Agreement shall commence as of the last date of execution of the S&K Agreement and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to Section 7.2 or Section 7.3.

7.2 Either Party may terminate the Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

(a) Materially breaches the Agreement and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) business days after filing.

(c) Is dissolved or liquidated or takes any corporate action for such purpose.

(d) Makes a general assignment for the benefit of creditors.

(e) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell substantially all of its property or business.

7.3 Notwithstanding anything to the contrary in Section 7.2(a), Gadget Lab may terminate the Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due under the Agreement.

7.4 The rights and obligations of the Parties set forth in this Section 7.4 and any right or obligation of the Parties in the Agreement which, by its nature, should survive termination or expiration of the Agreement, will survive any such termination or expiration of the Agreement.

8. Limitation of Liability.

8.1 IN NO EVENT SHALL GADGET LAB OR ITS NATURAL OR ENTITY AFFILIATES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT GADGET LAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 IN NO EVENT SHALL GADGET LAB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO GADGET LAB PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Insurance.

(a) Gadget Lab does not represent or warrant that its facilities or the contents therein cannot be destroyed by fire or any other cause. Gadget Lab will not be required to maintain a watchman or a sprinkler system, and Customer acknowledges that Gadget Lab's failure to do so will not constitute negligence or a more culpable act or omission. Customer's property is not insured by Gadget Lab for the benefit of Customer against fire or other casualty.

(b) Customer shall, at its own expense, maintain and carry insurance in full force and effect against fire or other casualty in a sum no less than the replacement cost of its property with financially sound and reputable insurers. Upon Gadget Lab's request, Customer shall provide Gadget Lab with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in the Agreement. The certificate of insurance shall name Gadget Lab as an additional insured. Customer shall provide Gadget Lab with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Customer shall require its insurer to waive all rights of subrogation against Gadget Lab's insurers and Gadget Lab.

10. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth in the S&K Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed in the Agreement, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in

the Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

11. Severability. If any term or provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. Amendments. No amendment to or modification of the S&K Agreement is effective unless it is in writing and signed by an authorized representative of each Party; provided, however, that Gadget Lab retains the right to unilaterally modify these Terms and Conditions at any time and from time to time.

13. Waiver. No waiver by Gadget Lab of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by Gadget Lab. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege under the Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Gadget Lab. Any purported assignment or delegation by Customer in violation of this Section shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under the Agreement.

15. Successors and Assigns. The Agreement is binding on and inures to the benefit of the Parties to the Agreement and their respective permitted successors and permitted assigns.

16. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Gadget Lab shall be under its own control, Customer being interested only in the results thereof. Gadget Lab shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in the Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

17. No Third-Party Beneficiaries. Except as otherwise provided in this Section, the Agreement benefits solely the Parties to the Agreement and their respective permitted successors and assigns and nothing in the Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement. Notwithstanding the foregoing, all limitations upon, and exceptions

and defenses to, liability granted to Gadget Lab shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of Gadget Lab and the owners, members, directors, managers, officers, employees, and agents of each of the foregoing.

18. Choice of Law. The Agreement and all related documents, and all matters arising out of or relating to the Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Missouri, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Missouri.

19. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to the Agreement, including all exhibits, schedules, attachments and appendices attached to the Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri located in the County of St. Louis. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the United States District Court for the Eastern District of Missouri or, if such court does not have subject matter jurisdiction, the courts of the State of Missouri located in the County of St. Louis. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

20. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THE AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT.

21. Counterparts. The Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 10, a signed copy of the Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

22. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of the Customer to make payments to Gadget Lab under the Agreement), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") control,

including, without limitation, the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If Gadget Lab has been unable to remove/deliver the Customer’s property due to any reason falling within this Section, such property shall be subject to Gadget Lab’s then-prevailing storage charges until such property is actually removed/delivered.