

RIGID TERMS AND CONDITIONS

These RIGID Terms and Conditions, the Service-specific Terms (as defined below) and each Order Form (as defined below) collectively form the “**Agreement**” between Rigid Robotics Inc. or its affiliates (“**RIGID**”) and its client that has entered into an Order Form with RIGID (“**Client**”). This Agreement governs Client’s access and use of the products and services provided by RIGID as described in the Order Form(s) (collectively, the “**Services**”).

1. HOW THIS AGREEMENT APPLIES

1.1 These RIGID Terms and Conditions govern Client’s purchase, use and access to all Services made available by RIGID. Depending on the type of Services provided, the following additional product and service-specific terms (collectively, the “**Service-specific Terms**”) will also apply:

(a) if Client purchases hardware products (“**Hardware**”) from RIGID, the Hardware Terms available at [www.rigidrobotics.com/termsandconditions] will apply to Client’s use of such Hardware;

(b) if Client purchases a subscription to use cloud software services (a “**Software Subscription**”) from RIGID, the Software Subscription Terms available at [www.rigidrobotics.com/termsandconditions] will apply to Client’s use of the Software Subscription;

(c) if Client purchases support services (“**Support**”) from RIGID, the Support Services Terms available at [www.rigidrobotics.com/termsandconditions] will apply to RIGID’s provision of such Support; and

(d) if Client purchases professional services (“**Professional Services**”) from RIGID, the Professional Services Terms available at [www.rigidrobotics.com/termsandconditions] will apply to RIGID’s provision of such Professional Services.

2. DEFINITIONS

“**Anonymized Data**” means Client Data which has been stripped of information potentially identifying Client or which contains any personal information, and which has been manipulated or combined with other data to provide generalized anonymous information that cannot be reverse-engineered to identify Client or any other person.

“**Client Affiliate**” means any corporation or other legal entity that Client directly or indirectly controls, is controlled by or is under common control with. In this context, Client “controls” a corporation or other entity if it or any combination of it and/or other Client Affiliate(s) owns more than 50% of the voting rights for the board of directors or other mechanism of control for such corporation or other entity.

“**Client Data**” means any data, information or information contained in any database, template or other similar document submitted by Client through the Software Subscription or provided by Client to RIGID as part of the Software Subscription.

“Confidential Information” means any information, technical data or know-how of a party including that which comprises or relates to the party’s confidential and proprietary trade secrets, hardware, software (source code and object code), screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, processes, procedures, intellectual property, market research, marketing techniques and plans, business plans and strategies, customer names and other information related to customers, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form and any analyses, compilations, studies or documents. Confidential Information also includes the terms of this Agreement.

“Documentation” means the documentation provided by RIGID to Client relating to the applicable Services, including with respect to the use, technical specifications and functionality thereof.

“Effective Date” for a given Service is defined in the Order Form under which such Service was ordered by Client.

“Intellectual Property Rights” means inventions, patents, copyrights, trade-marks, service marks, industrial designs, design patents, integrated circuit topography rights, applications for registration of any of the foregoing, and know-how, trade secrets, confidential information, trade or business names and any other intellectual property rights.

“Order Form” means a RIGID order form that is signed by both RIGID and Client. Amongst other things, the Order Form describes the Services purchased under such Order Form and the fees to be charged for such Services.

“Users” means Client’s employees, representatives, consultants, contractors or agents who are authorized to use the Software Subscription on behalf of Client and have been supplied user identifications and passwords for this purpose.

3. USE BY CLIENT AFFILIATES

3.1 Subject to the terms and conditions of this Agreement, including any restrictions on use expressly set forth in this Agreement, Client Affiliates are entitled to use the Services purchased by Client under this Agreement, provided however that Client shall be responsible for ensuring each of the Client Affiliates’ and their personnel’s compliance with the terms and conditions of this Agreement and shall be liable for any breach of this Agreement by the Client Affiliates.

4. CONFIDENTIAL INFORMATION

4.1 **Confidentiality.** Each party will keep strictly confidential and will not disclose or use for any purpose other than for performing its obligations under this Agreement any Confidential Information (as defined below) of the other party. Except as expressly provided in this Agreement, neither party will obtain any interest in the other party’s Confidential Information by reason of this Agreement or by reason of the disclosure of such Confidential Information pursuant to this Agreement. Each party will take the steps reasonably necessary to protect the confidentiality of the other party’s Confidential Information. Each party will provide the other party’s Confidential Information at least the same level of protection that it provides for its own Confidential Information (except that such level of protection will not be less than a reasonable level). Each party may disclose the other party’s Confidential Information only to its directors, officers,

agents, employees, contractors and professional advisors who have a need to know such Confidential Information for the performance of this Agreement, provided that such directors, officers, agents, employees, contractors and professional advisors are bound by obligations of nondisclosure and non-use substantially the same in scope as those contained in this Section 4. In the event an agent or professional advisor is a competitor or engaged by a competitor of the party disclosing its Confidential Information, the party receiving the Confidential Information shall not disclose such information to the competitor or such person or entity without obtaining the disclosing party's prior written consent to do so. Nothing in this Section 4 will restrict a party's use or disclosure of its own Confidential Information.

4.2 Exceptions. The foregoing restrictions of confidentiality and non-use will not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to a party by a third party, provided such information was not obtained by said third party, directly or indirectly, from the other party on a confidential basis; (c) is already known to a party; or (d) is independently developed or discovered by a party without access to Confidential Information of the other party.

4.3 Permitted Disclosures. Notwithstanding any provisions of this Section 4, either party may disclose the Confidential Information of the other party to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law, provided that such party first provides to the other party prompt notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow the other party to seek a protective order with respect to the confidentiality of the information required to be disclosed.

4.4 Injunction. The parties acknowledge and agree that the breach by either party of any of the provisions of this Section 4 would cause serious and irreparable harm to the other party that could not adequately be compensated for in damages and, in the event of a breach by either party of any of such provisions, the breaching party hereby consents to an injunction being issued against it restraining it from any further breach of such provision, but such action will not be construed so as to be in derogation of any other remedy that the other party may have in the event of such a breach.

5. PERSONAL INFORMATION

5.1 To the extent that RIGID processes any personal information of Client while providing the Services, it will be processed for the purposes of this Agreement and in accordance with RIGID's Privacy Policy.

6. PAYMENT AND TAXES

6.1 Fees. In consideration for the provision of the applicable Services, Client will pay the amounts set forth in the Order Form in accordance with the terms set forth in this Section 6. All invoices by RIGID to Client will be payable by Client to RIGID within 30 days after receipt. If any amount payable hereunder is not paid when due, Client will pay to RIGID interest on such amount from the date payment was due until the date that payment is received in full at the rate of 10% per annum, which interest shall be paid monthly. If any fees owing by Client are thirty (30) days or more overdue, RIGID may, without limiting its other rights and remedies, suspend access to the Services until such amounts are paid in full.

6.2 Expenses. RIGID will be reimbursed by Client for all reasonable travel, food, lodging and other out-of-pocket expenses incurred in performance of the Services, plus a mark up of 10% on such expenses. RIGID will submit to Client invoices and supporting documentation acceptable to Client, acting reasonably, for such expenses. If employees of RIGID are required to provide services at locations other than at the premises of RIGID, reasonable expenses will include all reasonable travel, accommodation and food expenses of such employees.

6.3 Taxes. The amounts provided for in this Agreement are exclusive of all sales, use, goods and services, value added and other similar taxes, tariffs or duties, all of which will be paid by Client, excluding tax payable on income or capital of RIGID. Concurrently with payments to RIGID hereunder, Client will remit to RIGID all taxes due in respect of the amounts payable by Client hereunder. If any taxes are required to be withheld, then Client will pay RIGID an amount such that the net amount received by RIGID after withholding of such taxes will equal the amount that would have been otherwise payable under this Agreement.

6.4 Currency. In this Agreement, all references to money or payments will mean the lawful currency set forth on the applicable quote or order form and, unless otherwise expressly agreed to in writing, all payments made under this Agreement will be made in that currency.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement will commence on the Effective Date and will continue in full force, until terminated by either party as provided under Section 7.2.

7.2 Termination. Without limiting the remedies otherwise available under this Agreement or at law, this Agreement may be terminated by either party:

- (a) at any time without cause upon 30 days written notice to the other party if there is no Order Form or SOW in effect between the parties at such time;
- (b) by either party if the other party commits a material breach or failure of any of its obligations under this Agreement and has not cured such breach (or, if the breach or failure is such that its cure would take a longer period, has not commenced to cure such breach or failure) within 15 days after receiving written notice from the non-breaching party specifying such breach or failure; or
- (c) by either party if the other party becomes subject to any bankruptcy or insolvency proceeding under applicable law (unless removed or dismissed within 60 days from the filing thereof), or becomes insolvent, becomes subject to direct control of a trustee, receiver or similar authority, or makes an assignment for the benefit of creditors.

7.3 Effect of Termination. The termination or expiry of this Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Agreement which occurred prior to such expiry or termination. Upon termination or expiry of this Agreement:

- (a) Client will pay all fees and amounts owing under this Agreement up to the effective date of termination or expiry of this Agreement;
- (b) Client will immediately cease all use of the Software Subscription; and

(c) each party will return to the other party or destroy (as designated by the other party) any and all Confidential Information of the other party received in connection with this Agreement in its possession or control and, upon request from a party, the other party will deliver a certificate of an officer of the party certifying the completeness of same.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Ownership of Intellectual Property Rights. Unless otherwise expressly agreed to in writing by RIGID, all Intellectual Property Rights in and to the Services and Documentation, including any improvements and derivative works thereto, are and shall continue to be the exclusive property of RIGID. Other than as expressly set forth in this Agreement, no license or other rights are granted to the Client, and all such rights are hereby expressly reserved by RIGID.

8.2 Client Data. Client retains all right, title and interest in and to the Client Data. Client grants to RIGID a worldwide, royalty-free, non-exclusive license to: (a) use, host, copy, transmit, display, modify and create derivative works of the Client Data for the purposes of providing the Services to Client; and (b) to use, copy, display, modify and process the Client Data to generate Anonymized Data and use such Anonymized Data for RIGID's internal business purposes in perpetuity, including training and improving RIGID's systems and proprietary technology, products and services.

8.3 No Reverse Engineering. Client shall not and shall not allow any third party to modify, reverse engineer, disassemble, decompile, create other works from or determine the composition of the Services.

9. DISCLAIMER

9.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, RIGID MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICES.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. THE AGGREGATE LIABILITY OF RIGID ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE TOTAL FEES AND OTHER AMOUNTS PAID BY CLIENT TO RIGID UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM FOR DAMAGES IN THE 12 MONTHS IMMEDIATELY PRECEDING SUCH CLAIM.

10.2 Damages Exclusions. EXCEPT WITH RESPECT TO A BREACH BY A PARTY OF SECTION 4 (CONFIDENTIAL INFORMATION) or SECTION 8 (INTELLECTUAL PROPERTY RIGHTS), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST BUSINESS REVENUE, LOST PROFITS, ECONOMIC LOSS, PECUNIARY LOSS, FAILURE TO REALIZE EXPECTED SAVINGS OR LOSS OF BUSINESS OPPORTUNITY), LOSS OF DATA OR

PROCUREMENT COSTS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Application of Limitations and Exclusions. Except as otherwise explicitly specified, the limitations in the foregoing Sections 10.1 and 10.2 will apply to all causes of action and regardless of the form of action including breach of contract, strict liability, tort including negligence and any other legal or equitable theory.

10.4 Additional Exclusions. THE SERVICES ARE DESIGNED TO SERVE AS SUPPORTING TOOLS FOR MANAGING OPERATIONAL ASSETS. THE SERVICES SUPPORT AND DO NOT REPLACE ALERT AND WELL-TRAINED EQUIPMENT OPERATORS, MAINTENANCE TECHNICIANS, DISPATCHERS OR OTHER PERSONNEL NECESSARY TO MAINTAIN THE INTEGRITY AND SAFETY OF CLIENT'S OPERATIONS AND ASSETS. THE SERVICES ARE NOT DESIGNED TO SUBSTITUTE PROPER SAFE OPERATING OR DRIVING, INCLUDING THE VISUAL MONITORING AND SCANNING PROCEDURES OF A WELL-TRAINED OPERATOR. CLIENT AND THE OPERATOR OF ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICES REMAIN FULLY RESPONSIBLE FOR ENSURING THE SAFETY OF SUCH OPERATOR AND OTHER INDIVIDUALS AND PROPERTY WITHIN THE VICINITY OF SUCH EQUIPMENT. THE SERVICES ARE NOT DESIGNED FOR USE IN AN APPLICATION WHERE THE FAILURE OF THE SERVICES COULD RESULT IN PERSONAL INJURY.

11. INDEMNIFICATION

11.1 By RIGID. RIGID will defend, indemnify and hold harmless Client and its employees, officers and directors against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and expenses (including reasonable legal fees), arising from any third party claim asserted against Client that the Services, as delivered, infringe any Canadian or United States Intellectual Property Rights of any third party. RIGID may, at its option and expense, and as Client's exclusive remedy hereunder, (a) procure for Client the right to continue using the Services, (b) replace or modify the Services so that they are no longer infringing but continue to provide comparable functionality, or (c) in the event of a claim that the Software Subscription is infringing, terminate Client's access to the Software Subscription and refund any amounts previously paid for the Software Subscription attributable to the remainder of the then-current Subscription Term (as defined in the applicable Order Form). RIGID shall have no liability to Client for any infringement action which arises out of a breach of the terms and conditions of this Agreement by Client or Client's use of the Services (i) after they have been modified by Client or a third party without RIGID's prior written consent, or (ii) in combination with any other service, equipment, software or process not provided by RIGID. This Section 11.1 sets forth the entire obligation of RIGID and the exclusive remedy of Client against RIGID or any of its suppliers for any alleged infringement or adjudicated infringement of any Intellectual Property Rights by the Services.

11.2 By Client. Client will defend, indemnify and hold harmless RIGID and its employees, officers and directors against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and expenses (including reasonable legal fees), arising from any third party claim asserted against Client that the Client Data, or the use of the Client Data by RIGID pursuant to this Agreement, infringe any Intellectual Property Rights or other rights of any third party, or otherwise causes harm to a third party.

11.3 Conditions. Any party that is seeking to be indemnified under the provision of this Section 11 (an “**Indemnified Party**”) must (a) promptly notify the other party (the “**Indemnifying Party**”) of any third party claim for which it is seeking an indemnity hereunder (a “**Claim**”), and (b) give the Indemnifying Party the sole control over the defense of such Claim. However, if an Indemnified Party fails to notify the Indemnifying Party promptly, the Indemnifying Party will be relieved of its obligations under this Section 11 only if and to the extent that its ability to defend the Claim is materially prejudiced by such failure. The Indemnifying Party may settle or compromise a Claim without the Indemnified Party’s prior approval of any such settlement or compromise only if (i) such settlement involves no finding or admission of any breach by an Indemnified Party of any obligation to any third party, (ii) such settlement has no effect on any other claim that may be made against an Indemnified Party or any defense that an Indemnified Party may assert in any such claim, and (iii) the sole relief provided in connection with such settlement is monetary damages that are paid in full by the Indemnifying Party. Upon the Indemnifying Party’s assumption of the defense of such Claim, the Indemnified Party will cooperate with the Indemnifying Party in such defense, at the Indemnifying Party’s expense.

12. MISCELLANEOUS

12.1 Conflict. If there is an inconsistency between any of the provisions in this Agreement, the order of precedence shall be the Service-specific Terms, these RIGID Terms and Conditions and then the Order Form, (with the first mentioned document prevailing over each subsequently mentioned document in this Section 12.1).

12.2 Survival. These RIGID Terms and Conditions shall survive any termination or expiry of this Agreement.

12.3 Authorization. Each party represents and warrants to the other that it has full authorization to enter into and fully perform the terms of this Agreement, that the terms of this Agreement are valid and binding against it, and that entering into and performing this Agreement will not constitute a violation of any law, regulation, contract, or understanding applicable to such party.

12.4 Feedback. Client agrees to grant to RIGID a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into its products and services, including the Services, any suggestions, enhancement requests, recommendations or other feedback provided by Client and its personnel relating to RIGID’s product and services.

12.5 Subcontractors. Client acknowledges and agrees that RIGID may retain the services of independent contractors (“**Subcontractors**”) from time to time to perform, or to assist RIGID in performing its obligations under this Agreement. Any Subcontractors used by RIGID shall remain under the direction and control of RIGID, and RIGID shall be fully and personally liable for all acts or omissions of the Subcontractors.

12.6 Advertising. Neither party will use the other party's name or trademarks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others, without such other party's written approval, not to be unreasonably withheld by the other party.

12.7 Compliance with Policies. Each party agrees to use commercially reasonable efforts to comply at all times with the other party's reasonable rules and regulations regarding safety, security and conduct, of which such party has received prior notice.

12.8 Further Assurances. Each of the parties will promptly execute and deliver to the other at the cost of the other such further documents and assurances and take such further actions as the other may from time to time request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favour of the other under this Agreement.

12.9 Cumulative Remedies. Except for those remedies expressly described as sole or exclusive, the remedies provided to the parties under this Agreement are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which any of the parties is entitled to seek at law, in equity or by statute.

12.10 Amendments. No change or modification of this Agreement will be valid unless it is in writing and signed by each party to this Agreement. The parties may from time to time agree to add, remove or otherwise modify the Services by entering into an Order Form. Upon execution of an Order Form, such Order Form shall be incorporated by reference into and subject to the terms of this Agreement.

12.11 Relationship. The parties to this Agreement are acting as independent contractors to each other, and nothing in this Agreement will accord any status to a party of being the employee, partner, joint venturer, franchisee or agent of the other, with respect to this Agreement. Nothing in this Agreement will make or be construed to make RIGID and Client partners or agents of each other or to create any other relationship by which the acts of any party may bind the others or result in any liability to the other.

12.12 Assignment. Neither party may assign any rights or obligations arising under this Agreement, whether by operation or law or otherwise, without the prior written consent of the other; except that RIGID may assign this Agreement without consent of Client in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or shares. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assignees of the parties.

12.13 Export Controls. Client will comply with all export laws, restrictions and regulations having application to it, whether of Canada, the United States or any foreign agency or authority, and has not and will not export, re-export or otherwise transmit, download or use, directly or indirectly, any product, services information, data or other materials received under this Agreement in violation of any such applicable restrictions, laws or regulations.

12.14 Force Majeure. Except with respect to a delay or failure to pay amount owing under this Agreement, neither party will be liable for any delay or failure to perform any provision of this Agreement if such delay or failure to perform is caused by any circumstances beyond a Party's reasonable control, including acts of God, labor strikes and other labor disturbances, pandemics, epidemics, power surges or failures, Internet connectivity, or the act or omission of any third party (each, a "**Force Majeure Event**"). Each Party will use reasonable efforts to implement industry standard procedures to minimize the disruption of such Force Majeure Events and shall use reasonable efforts to remove such causes of non-performance.

12.15 Notices. Any notice or other communication required or permitted under this Agreement and intended to have legal effect must be given in writing to the other party at the address set forth on the cover page of this Agreement (each party may change its address from time to time upon written notice to the other party of the new address). Notices will be deemed to have been given upon receipt (or when delivery is refused) and may be (a) delivered personally, (b) sent via certified mail (return receipt requested) (c) sent via fax or email (with confirmation of receipt), or (d) sent by recognized air courier service.

12.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. Any purchase order or other instrument of Client accompanying any documents delivered in connection with this Agreement or a Client payment is for Client's internal use only and its terms will not alter or amend the terms of this Agreement.

12.17 Applicable Law. This Agreement will be construed, interpreted and governed by the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein excluding conflicts of law principles that would apply a different body of law.

12.18 Arbitration. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration administered by the Vancouver International Arbitration Centre pursuant to its applicable Rules. The place of arbitration shall be Vancouver, British Columbia, Canada. The number of arbitrators shall be one. Notwithstanding the foregoing, RIGID may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction and Client agrees that this Agreement is specifically enforceable by RIGID through injunctive relief and other equitable remedies without proof of monetary damages.

12.19 No Waiver. No failure to exercise and no delay in exercising, on the part of either party, any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude further exercise of the same right or the exercise of any other right under this Agreement, by statute, at law or in equity.

12.20 Severability. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions will not be impaired thereby and, in such an event, such provisions will be interpreted so as to best accomplish the intent of the parties within the limits of applicable law; provided, however, that in the event such invalidity, illegality or unenforceability materially and adversely alters the rights of a party under this Agreement, the parties will promptly negotiate in good faith an acceptable replacement provision.

HARDWARE TERMS

Capitalized terms used but otherwise not defined in these Hardware Terms have the meaning ascribed to them in the RIGID Terms and Conditions located at [●]. The following terms and conditions are applicable to Clients who contract with RIGID to purchase hardware products (“**Hardware**”). If in conflict with any other part of the Agreement, these Hardware Terms will control.

1. DELIVERY; INSPECTION

1.1 Purchase and Sale. Conditional on Client complying with the provisions of this Agreement, including paying fees owing as required by this Agreement, RIGID agrees to sell to Client, and Client agrees to purchase from RIGID, the Hardware.

1.2 Delivery. Unless otherwise agreed to between the parties in writing, all shipments of Hardware are Ex Works (EXW) (Incoterms) from RIGID’s shipping point, at which point delivery of the Hardware shall occur. “**Incoterms**” means, at any time, the most recent revision of the Incoterms published by the International Chamber of Commerce. Selection of the carrier and the delivery route shall be made by RIGID unless otherwise agreed to in writing between the parties. RIGID shall use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Client’s requested delivery dates. Client acknowledges that delivery dates provided by RIGID are estimates only and that RIGID is not liable for failure to deliver on such dates. RIGID reserves the right to make deliveries in installments. Delivery of a quantity less than the quantity specified shall not relieve Client of the obligation to accept delivery and pay for the Hardware delivered. Delay in delivery of one installment shall not entitle Client to cancel other installments.

1.3 Title and Risk of Loss. Title to the Hardware and risk of loss will pass to Client upon delivery of such Hardware.

1.4 Inspection and Rejection of Non-Conforming Hardware. Client will inspect the Hardware within ten days following receipt (“**Inspection Period**”). Client will be deemed to have accepted the Hardware unless it notifies RIGID in writing of any Non-Conforming Hardware during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by RIGID. “**Non-Conforming Hardware**” means only the following: (a) the Hardware shipped is different than identified in the Order Form; or (b) the Hardware’s label or packaging incorrectly identifies its contents. If Client notifies RIGID of any Non-Conforming Hardware prior to expiry of the Inspection Period, RIGID will, in its sole discretion (i) replace such Non-Conforming Hardware with conforming Hardware, or (ii) credit or refund the fees for such Non-Conforming Hardware, together with any reasonable shipping and handling expenses incurred by Client in connection therewith. Client will ship, at its expense and risk of loss, the Non-Conforming Hardware to the RIGID facility specified in writing by RIGID. If RIGID exercises its option to replace Non-Conforming Hardware, RIGID will, after receiving Client’s shipment of Non-Conforming Hardware, ship to Client, at Client’s expense and risk of loss, the replaced Hardware to the Delivery Point. Client acknowledges and agrees that the remedies set forth in this Section 1.4 are Client’s exclusive remedies for the delivery of Non-Conforming Hardware. Except as provided under this Section 1.4, all sales of Hardware to Client are made on a one-way basis and Client has no right to return Hardware purchased under this Agreement to RIGID.

1.5 Installation and Commissioning. Installation and commissioning of the Hardware may only be performed by individuals that are appropriately trained and certified to perform such tasks. RIGID will make available to Client installation and commissioning services and/or training and certification services as Professional Services, governed by the Professional Services Terms located at [●]. Client must either (a) purchase Professional Services for installation and commissioning by RIGID or (b) purchase Professional Services for training and certification of Client's designated individuals from RIGID. Unless Client has purchased Professional Services for installation and commissioning by RIGID in accordance with this Agreement and the Professional Services Terms, Client will be responsible for installing and commissioning the Hardware.

1.6 Device Software. Any firmware or other software installed on the Hardware ("**Device Software**") is licensed and not sold to Client. As between the parties, RIGID shall retain all right, title and ownership in and to the Device Software. Client's right to access and use the Device Software is limited to the Hardware device on which such Device Software is installed. Client acknowledges and agrees that: (a) this Agreement does not grant Client any rights with respect to the Source Code to the Device Software; and (b) Client is not permitted to copy, translate, create derivative works of, reverse engineer, decompile or disassemble the Device Software in whole or in part. Additional license terms may apply to certain of the Device Software which, if applicable, will be disclosed upon Client's first use of such Device Software. "**Source Code**" means computer code and related system documentation that is in human-readable form, including, but not limited to, all comments and any procedural code such as job control language.

2. **WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY**

2.1 Limited Warranty. RIGID warrants that, for a period of nine months commencing on the date of delivery of the Hardware (the "**Warranty Period**"), the Hardware will substantially conform to the functional specifications contained in the Documentation (the "**Limited Warranty**"). In the event RIGID determines that the Hardware fails to conform with the Limited Warranty, RIGID will, as Client's exclusive remedy and RIGID's exclusive liability: (a) repair or replace the non-conforming Hardware or defective portion thereof; or (b) if RIGID determines that it cannot successfully repair or replace the non-conforming Hardware or defective portion thereof, credit or refund the fees paid by Client for such non-conforming Hardware. Upon making a Limited Warranty claim, Client must promptly deliver the non-conforming Hardware to the location designated by RIGID, at Client's expense. Where there has been a repair or replacement of Hardware, the repaired or replaced Hardware will be covered under the Limited Warranty until the later to expire of: (i) the remainder of the Warranty Period applying to the non-conforming Hardware that was repaired or replaced; or (ii) 30 days from the date the repair was completed or the replacement Hardware was delivered to Client, as applicable.

2.2 Restrictions. The warranty set forth in Section 2.1 shall not apply: (a) to normal wear and tear; (b) to any consumables provided by RIGID for use as part of or in connection with the Hardware, including cables, antennae, fuses and batteries; (c) if the Hardware is not used, maintained, installed or stored in accordance with the Documentation; (d) if Client or another party (other than RIGID or an authorized agent of RIGID) has opened, disassembled, modified or repaired the Hardware; (e) if the performance failure of the Hardware is attributable in any way to the combination of the Hardware with any another product(s) provided by Client or any third party

that have not been approved by RIGID; (f) to cosmetic or other physical damage (including scratches) to the surface of the Hardware; (g) to any software other than the firmware installed in the Hardware as provided by RIGID; or (h) if Client does not provide notice in writing to RIGID within the Warranty Period specifying the breach of warranty in reasonable detail.

2.3 Other Warranties Excluded. THE FOREGOING WARRANTY IN SECTION 2.1 IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS. EXCEPT AS PROVIDED IN SECTION 2.1, RIGID MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE HARDWARE.

SUPPORT SERVICES TERMS

Capitalized terms used but otherwise not defined in these Support Services Terms have the meaning ascribed to them in the RIGID Terms and Conditions located at [●]. The following terms and conditions sets out the conditions under which RIGID will provide Support. If in conflict with any other part of the Agreement, these Support Services Terms will control.

In these Support Terms:

“**Defect**” means a reproducible instance of an adverse and incorrect functioning of the Services that impacts Client’s ability to use a functionality described in the applicable Documentation, assuming proper usage.

“**Business Hours**” means 9 a.m. to 5 p.m. (Pacific Time) during Business Days.

“**Business Day**” means Monday to Friday, excluding all public holidays in Vancouver, British Columbia, Canada.

“**Response Time**” means the guaranteed maximum amount of time between Client’s contact to the Help Desk and the start of the assessment of Client’s support requirement by a RIGID consultant or technician.

1. DESCRIPTION OF SUPPORT

1.1 Support Commitments. During the Support Term (as defined in the Order Form), RIGID will provide Support to Client. RIGID’s Support responsibilities include the following:

- answering Client calls or emails regarding problems, and how to use the Hardware and Software Subscription;
- attempting to resolve the Defect or find a work around for the Defect;
- investigating issues related to, and using copies of, the Client database as necessary;
- offering suggestions to facilitate the efficient operation of the Hardware and Software Subscription; and
- follow-up assistance regarding training that was previously provided to Client by RIGID.

1.2 Client Contact. Client is responsible for designating up to five (5) Client employees per Client site who will be the primary points of contact for RIGID for the purpose of facilitating Support (each a “**Client Support Contact**”). RIGID may, in its sole discretion, reject support requests initiated by Client personnel other than Client Support Contacts and require such support requests to be re-initiated by a Client Support Contact.

2. BREAKDOWN OF SUPPORT SERVICES

2.1 RIGID’s Support offering includes the following services:

	RIGIDcare
Access to Support	All Business Hours (M-F 9A-5P PST)
RIGID Help Desk Support (can be reached by email at support@rigidrobotics.com)	Yes
Training	Free virtual training, to a maximum of 5 hours per year. Additional virtual training and hourly training available for additional charge.
Maximum number of virtual system-wide audits per year, including delivery of PDF audit report	1

RIGID reserves the right to refuse to provide Support for any Hardware that is more than 5 years old.

Under a virtual system-wide audit, RIGID will check on all implemented Hardware and Software Subscription through RIGID’s remote management portal to, amongst other things:

- a. report current health, status and uptime of all systems and subsystems as available remotely, as well as highlight areas that may needs Client’s attention and the potential impact on performance;
- b. report on performance of systems as available through RIGID’s remote management system;
- c. review mine setup, asset definitions, user setup, and access;
- d. review infrastructure as readily accessible for issues and conformity to requirements; and
- e. report any anomaly found within data that RIGID may deem of interest to Client (for example, near miss incidents or indications of machine damage).

2.2 Upgrades.

(i) Subject to Client’s compliance with the terms of this Agreement, Client shall be entitled to receive all new releases of, updates or enhancements to the Services (“**Upgrades**”) that are released by RIGID during the Support Term, along with the relevant Documentation for such Upgrade (the “**Upgrade Documentation**”). The Upgrade Documentation shall outline any modifications to the functionality of the Software arising from the Upgrade.

(ii) Within 30 days following delivery of an upgrade, Client shall test such Upgrade and notify RIGID of any failure of such Upgrade to comply with the Upgrade Documentation. If such notification is received by RIGID with the 30 day period, then RIGID shall either correct such Upgrade, re-issue the Upgrade or withdraw it.

2.3 Exclusions from Support. The following are specifically excluded from the definition of Support, and where such support services are requested to be provided by RIGID, they may be provided pursuant to a valid SOW at RIGID’s then-current labour and expense rates:

- (i) defects or errors resulting from any modifications of the Hardware or Software Subscription made by any person other than RIGID or its authorized agents that were not approved in writing by RIGID;
- (ii) support as a result of any fault in any third party hardware, software or tools used in conjunction with the Hardware or Software Subscription;
- (iii) defects or errors caused by the use of the Hardware or Software Subscription on or with hardware, software or tools not supplied by or approved in writing by RIGID;
- (iv) error correction services provided on site at the request of Client which could have been provided from RIGID's premises;
- (v) modifications or customizations to the Hardware or Software Subscription performed at the request of Client;
- (vi) issues arising from Client's failure to follow the instructions in the applicable Documentation; and/or
- (vii) support provided during any period when the fees owing by Client for Support are overdue.

3. DEFECT SEVERITY LEVELS.

Severity levels are defined in the table below. RIGID includes the following response time commitment:

Severity Code	Description	Response Times
Severity 1	Critical – Defect causes immediate operational impact. Defect is a direct cause of operation stoppage.	1 Business Day
Severity 2	High – Defect causes some operational impact. Client can proceed with work-around.	2 Business Days
Severity 3	Low - Defect causes minor inconsistency in the operational. No workaround required.	5 Business Days

SOFTWARE SUBSCRIPTION TERMS

Capitalized terms used but otherwise not defined in these Software Subscription Terms have the meaning ascribed to them in the RIGID Terms and Conditions located at [●]. The following terms and conditions are applicable to Clients who contract with RIGID to purchase a Software Subscription. If in conflict with any other part of the Agreement, these Software Subscription terms will control.

1. SOFTWARE SUBSCRIPTION

1.1 Software Subscription. Conditional on Client: (a) complying with the provisions of this Agreement, including paying fees owing as required by this Agreement; (b) cooperating with the reasonable requests of RIGID; and (c) providing RIGID with access to Client's internal systems and any required third party systems (and making all required third party disclosures and obtaining all required third party consents in respect of such access) from which Client wishes the System to access Client Data, RIGID hereby grants to Client a non-sublicensable, non-transferable, non-exclusive right to access and use the Software Subscription in accordance with this Agreement solely for Client's internal business purposes and not for resale or to provide services to third parties. Client agrees that its purchase of the Software Subscription is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by RIGID with respect to future functionality or features.

1.2 Availability. During the Subscription Term (as defined in the Order Form), RIGID will use commercially reasonable efforts to make the Software Subscription available for use by Client a minimum a of 95% of the time calculated on a monthly basis, excluding Downtime. The Software Subscription will be deemed available for use by Client whenever the Software Subscription will be able to receive Client Data. RIGID does not guarantee 24x7 uptime availability of the Software Subscription. In this Section 1.2, "**Downtime**" means any periods when the Software Subscription is unavailable due to: (i) scheduled or emergency maintenance or upgrades per Section 1.3; and (ii) circumstances beyond RIGID's reasonable control, including Force Majeure Events (as defined in this Agreement).

1.3 System Updates and Scheduled Downtime. RIGID may update any aspect of the Software Subscription or System at any time in its sole discretion provided however than any such update will not result in a material diminution to the Software Subscription. RIGID may schedule downtime for maintenance and upgrades to the System without prior notice but will use commercially reasonable efforts to provide advance notice where practicable.

1.4 Internet Security Disclaimer. Client acknowledges and agrees that RIGID exercises no control over, and accepts no responsibility for, any content passing through the Internet or for Internet connectivity outside of RIGID's control. Client acknowledges that the Internet is inherently risky despite reasonable measures being taken, and Client assumes responsibility for its use of the Software Subscription over the Internet.

2. CLIENT'S USE OF THE SERVICE

2.1 Access and Security Guidelines. Subject to any limitations associated with Client's subscription account, Client may setup User accounts by supplying a unique user identification name and password ("**User ID**") for each User. Users may only access and use the Software

Subscription with the specific User ID. Client is responsible to ensure User IDs are not shared, and that Users retain the confidentiality of their User IDs. Client is responsible for any and all activity occurring under the User IDs associated with Users. Client will promptly notify RIGID of any actual or suspected unauthorized use of the Software Subscription. RIGID may require that a User ID be replaced at any time.

2.2 Client Responsibilities and Restrictions. Client will, at all times, comply with all applicable local, state, provincial, federal and foreign laws in using the Software Subscription. Without limiting the generality of Section 2.1, Client agrees that Client will not, and will not permit any person, including the Users, to:

- (a) use the Software Subscription other than as permitted by this Agreement;
- (b) use the Software Subscription to violate, infringe or appropriate any person's privacy rights, publicity rights, defamation rights, intellectual property rights, proprietary rights, contractual rights or any other legal right;
- (c) use the Software Subscription to upload, collect, transmit, store, use or process, or ask RIGID to obtain from third parties, any data: (i) that Client does not have the lawful right to copy, transmit, distribute and display (including any Client Data that would violate any confidentiality or fiduciary obligations that Client might have with respect to the Client Data); or (ii) for which Client does not have the consent or permission from the owner of any Personal Information contained therein;
- (d) use the Software Subscription in a manner that is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other Personal Information in a misleading manner or for fraudulent or misleading purposes;
- (e) use the Software Subscription in a manner that is libelous or defamatory, harmful to minors in any way, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another's privacy;
- (f) use the Software Subscription in a manner that is hateful or discriminatory based on race, colour, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by RIGID;
- (g) use the Software Subscription to impersonate a RIGID employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (h) sublicense or transfer any of Client's rights under this Agreement, except as otherwise provided in this Agreement, or otherwise use the Software Subscription for the benefit of a third party or to operate a service bureau;
- (i) copy, modify, alter, change, translate, decrypt, obtain or extract the source code of, create derivative works from, reverse engineer, reverse assemble, decompile, disassemble or reverse compile any part of the Software Subscription;

(j) use or launch any automated system, including any “robot” or “spider” that accesses the Software Subscription; or

(k) interfere with, or attempt to interfere with, the Software Subscription, the System or any other networks or services connected to the Software Subscription, whether through the use of viruses, bots, worms or any other computer code, file or program that interrupts, destroys or limits the functionality of any computer software or hardware.

2.3 Client Data. Client is solely responsible for the Client Data and will not provide or transmit any Client Data or any other information, data or material that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information. RIGID may take remedial action if Client Data violates this Section 2.3, however, RIGID is under no obligation to review Client Data for accuracy or potential liability.

3. WARRANTIES

3.1 RIGID Warranty. RIGID represents, warrants and covenants to Client that the Software Subscription will perform materially as described in the technical specifications set forth in the Documentation.

3.2 Client Warranty. Client represents, warrants and covenants to RIGID that Client will comply with all applicable laws relating to personal information in its use of the Software Subscription, including Client’s provision, disclosure, use, retention and destruction of personal information included as part of the Client Data.

3.3 Other Warranties Excluded. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3.1: (A) THE SOFTWARE SUBSCRIPTION IS PROVIDED “AS IS”, “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND; (B) RIGID HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE; AND (C) RIGID DOES NOT WARRANT THAT THE SOFTWARE SUBSCRIPTION WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

PROFESSIONAL SERVICES TERMS

Capitalized terms used but otherwise not defined in these Professional Services Terms have the meaning ascribed to them in the RIGID Terms and Conditions located at [●]. The following terms and conditions set out the conditions under which RIGID will provide Professional Services. If in conflict with any other part of the Agreement, these Professional Services Terms will control.

1. SCOPE OF APPLICABILITY

1.1 Projects. RIGID agrees to provide the Professional Services (each, a “**Project**”) described on separately executed Statements of Work (each, an “**SOW**”). Each SOW will be effective, incorporated into and form a part of these Professional Services Terms, when mutually accepted and duly executed by both parties.

1.2 Statements of Work. Each SOW will define a specific Project authorized by Client, the Project schedule or term, the applicable pricing, and other appropriate terms.

1.3 Precedence. Each SOW will be governed by the terms of these Professional Services Terms. In the event of any conflict between these Professional Services Terms and a SOW, the provisions of the SOW will prevail.

1.4 Provision of Services. RIGID shall use commercially reasonable efforts to perform the Professional Services in accordance with the applicable Order Form or SOW, and RIGID represents and warrants that all Professional Services shall be provided in a professional and workmanlike manner.

2. PERFORMANCE OF PROJECTS

2.1 Project Managers. For each SOW, each party will designate a project manager whose duties will be to act as the liaison for communications between the parties. Each party may change its project manager at any time by written notice to the other party.

2.2 Schedule. RIGID will begin to perform each Project on or before the date specified in the applicable SOW. RIGID will use commercially reasonable efforts to complete each Project by the dates provided in such SOW. However, Client acknowledges that the dates specified in a SOW are the best reasonable estimates of RIGID for the time required to complete the Project based on the information available to RIGID at the time of entering into a SOW. The dates upon which RIGID is required to start or complete a Project will be automatically postponed to the extent that RIGID is delayed by the act or failure to act of Client, or by causes beyond RIGID’s reasonable control, or by design, programming, scheduling or technical problems not known to RIGID on the date of any SOW. The sole effect of any delay by RIGID to perform the Project will be a corresponding delay in the time for payment by Client.

2.3 Changes in Scope of Work. Requests by Client for changes to or modifications in the scope of the services specified in a SOW will be subject to the following procedure: (a) Client will advise RIGID in writing of the desired change or modification, in such detail and with such additional information as RIGID may reasonably request; (b) RIGID will notify Client within a reasonable period of time of RIGID’s estimate of the impact of the desired changes or modifications on the

total cost of the Project, the time frame for completion and any further aspects that, in the opinion of RIGID, are likely to be affected by the desired changes; and (c) any changes or modifications will be implemented only with the prior written approval of each party's project manager.

2.4 Client Facilities and Assistance. To the extent required by RIGID, Client will at its own cost make available to RIGID certain of its facilities, computer resources, software programs, personnel, and business information as will be required to perform any Project hereunder. Without limiting the generality of the foregoing, Client will perform such additional responsibilities, if any, as may be described in a SOW. If Client fails to fulfill its responsibilities in a proper and timely manner and such failure is a direct cause of a delay in the performance of the Project or results in additional cost to RIGID, then RIGID will provide to Client a written specification of such delay and RIGID's estimate of the resulting cost (if any). Client will pay to RIGID the cost at RIGID's then current standard time and material rates and charges and any time limits for performance will be extended by a period equal to the length of the delay.

3. PRICE AND PAYMENT

3.1 Prices of Projects. The services provided by RIGID will be at the pricing set forth in the applicable SOW. In the event a SOW does not reference any fixed pricing, such services will be performed at RIGID's then-current standard time and material rates and charges. To the extent that any SOW's contain estimates of pricing or RIGID otherwise provides a pricing estimate to Client, Client acknowledges that such estimated prices are the best reasonable estimates of RIGID based on the information available to RIGID at the time of providing such estimate and are subject to change at any time. Client acknowledges that such estimated prices may change at any time, including if RIGID is delayed by the act or failure to act of Client, or by causes beyond RIGID's reasonable control, or by design, programming, scheduling or technical problems not known to RIGID on the date of providing such estimate.

3.2 Expenses. RIGID will be reimbursed by Client for all reasonable travel, lodging and other out-of-pocket expenses incurred in performance of a given Project. RIGID will submit to Client invoices and supporting documentation acceptable to Client, acting reasonably, for such expenses. If employees of RIGID are required to provide services at locations other than at the premises of RIGID, reasonable expenses will include all reasonable travel and accommodation expenses of such employees, plus a food and incidentals per diem equal to US\$95 per day per employee.

3.3 Invoicing. RIGID will submit invoices for charges and expenses hereunder on a monthly basis and Client will make payment of each invoice in accordance with the terms of this Agreement.

3.4 Other Services. The provision of any services required by Client outside of the scope of the services specified in a SOW will be billed by RIGID to Client at RIGID's then current standard time and material rates and charges.

3.5 Suspension of Services. If Client fails to pay RIGID as required by these Professional Services Terms, without due cause, RIGID will be entitled to immediately suspend all activity relating to these Professional Services Terms upon delivery of written notice to that effect to Client and may pursue any other remedies which it may have under these Professional Services Terms or otherwise at law. If any dispute arises between Client and RIGID with respect to RIGID's

performance of Projects or otherwise under these Professional Services Terms, RIGID and Client will promptly attempt to resolve such dispute. If such a dispute arises, Client will not be entitled to withhold timely payment under these Professional Services Terms pending resolution of such a dispute. If such payments are made on a timely basis or, if the parties then agree in writing that the payments may be made to an escrow account, are deposited into an escrow account, RIGID will not reduce or suspend services pending resolution of such a dispute.

4. PROPERTY RIGHTS

4.1 Products of Projects and RIGID Property. Unless otherwise explicitly agreed upon in a SOW, RIGID will exclusively own all right, title and interest in and to all works performed under each SOW and all materials, programs, documentation, designs, information and deliverables prepared hereunder or developed as a result of Projects, whether prepared or developed by RIGID, Client, or through the collaboration of both parties (collectively, “**Work Product**”). Client hereby assigns to RIGID any and all right, title and interest it might have in and to any such Work Product, including all intellectual property rights therein. Without limiting the foregoing, all systems, programs and specifications, and other materials and hardware owned by RIGID or in the possession of RIGID and used by RIGID in conjunction with the performance of the Projects hereunder, will continue to belong exclusively to RIGID, whether or not specifically adapted by RIGID for use by Client. RIGID may use in any way which it deems necessary or appropriate any ideas, concepts, know-how or techniques acquired, developed or used by RIGID during the course of these Professional Services Terms and any Project.

4.2 Client Property. Subject to Section 4.1, nothing herein will be construed to restrict, impair or deprive Client of any of its rights or proprietary interest in technology or products that existed prior to and independent of the performance of Projects or provision of materials by RIGID under these Professional Services Terms or any SOW.

5. WARRANTIES

5.1 Limited Warranty. RIGID warrants that all Projects performed under these Professional Services Terms will be performed in a workmanlike and professional manner in accordance with industry standards. In the event of a breach of this warranty, the sole remedy of Client and sole obligation of RIGID will be to reperform the nonconforming services of a Project in accordance with such standards. RIGID will have no obligation to Client for any claim under this Section 5.1 not made within 30 days after the performance of the services giving rise to the claim.

5.2 Exclusion of Other Warranties. THE LIMITED WARRANTY SET OUT IN SECTION 5.1 IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS. EXCEPT FOR THE LIMITED WARRANTY SET OUT IN SECTION 5.1, RIGID DISCLAIMS AND CLIENT WAIVES ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE STATED LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES FOR DAMAGES ARISING OUT OR IN CONNECTION WITH THE PROJECTS AND THESE PROFESSIONAL SERVICES TERMS.