

HARDWARE ADDENDUM

This Hardware Addendum sets forth the terms for the use of any Hardware as described in the Order Form between Customer and DRB. This Hardware Addendum supplements the General Terms and Conditions, Acceptable Use Policy, and relevant addenda (collectively the DRB Legal Documents, available at <https://drb.com/legal>) and shall constitute the Agreement between Customer and DRB, unless otherwise agreed between the Parties. If you have a separate written agreement with DRB or an authorized reseller or distributor for your use of the DRB Solution, this Agreement will not apply to you, unless that separate agreement does not cover a particular component of the DRB Solution, in which case, these terms apply solely to your use of any such particular component(s) of the DRB Solution.

1. **Delivery, Title, and Risk.**

- 1.1. **DRB Obligations.** DRB will use commercially reasonable efforts to ship Hardware, in whole or in part, on or near the estimated date from DRB's shipping dock (the "Estimated Shipping Date"), as set out in the Order Form or as otherwise communicated by DRB to Customer. DRB will issue a dispatch notice to Customer's designated recipients to confirm that a delivery, in whole or in part, has been picked up by a carrier. Delivery of Hardware is subject to the then current manufacturing lead time, parts availability, and Customer's site preparation at its Location(s). DRB shall retain a security interest in the Hardware until Customer makes full payment of the Fees for the applicable Hardware. This Section does not limit any of DRB's other rights or remedies, whether at law, in equity, or otherwise.
- 1.2. **Customer Obligations.** Customer shall provide DRB with a specific Location for delivery and shall cooperate with DRB and the shipping carrier as required to arrange delivery as directed by DRB. If the Order Form requires a deposit, Customer shall pay the deposit per the Order Form prior to DRB shipping the Hardware. Deposits are unique to each Order Form, are non-refundable, and may be forfeited per the terms herein. DRB is not responsible for delays in shipping caused by Customer's non-payment of any deposit or other Fees. Unless otherwise agreed, Customer is responsible for all shipping, freight, and related costs for the delivery of Hardware.
- 1.3. **Modifications or Cancellations Restricted.** Customer modifications or cancellations of Hardware, or related configurations, designs, or other components thereof, as well as any shipping or delivery modifications of the same, will only be accepted at DRB's sole discretion and may be subject to additional Fees or a separate Order Form as directed by DRB. Hardware and related components which have received build confirmation from the Customer, or Orders which have partially shipped, may not be modified or cancelled.
- 1.4. **Acceptance of Delivery.** Customer shall, within seven (7) days after the receipt of each shipment of Hardware, inspect the Hardware and, after such inspection, (a) accept the Hardware shipment as a whole; (b) reject the Hardware shipment as a whole; or (c) reject any damaged or non-conforming Hardware, and accept the remaining Hardware; provided, however, that any acceptance by Customer in accordance with clause (a) or clause (c) shall not preclude any Warranty Claims by Customer. If, after troubleshooting with DRB support, the Customer opts to reject a shipment in whole or in part, the Customer shall provide the reason for rejection and return the rejected components to DRB for repair and/or replacement at DRB's sole discretion. If Customer has not timely notified DRB of rejection, then the Hardware shall be deemed accepted by Customer. In the event a shipment leaves

DRB's shipping dock but does not arrive at Customer's Location (a "Non-Delivery"), Customer will provide notice of said Non-Delivery to DRB within ten (10) days after the receipt by Customer of DRB's dispatch notice. If Customer has not timely notified DRB of non-delivery, then the Hardware shall be deemed accepted by Customer.

- 1.5. FOB Point of Shipment. Title to Hardware and risk of loss or damage to Hardware shall pass from DRB to Customer upon delivery of the Hardware to the initial common carrier or transport service at the shipping point. Customer shall be responsible for all shipping costs, freight insurance, and transit liabilities thereafter. In the event of any conflict between the terms of this Addendum and any Incoterms®, this Addendum shall prevail.
- 1.6. Partial Deliveries. Notwithstanding anything to the contrary set forth herein, DRB may, at DRB's option, make partial deliveries or deliveries by installment of any Hardware, which may be invoiced separately. Customer shall pay for any such partial deliveries in accordance with the payment terms agreed upon. Customer acknowledges that certain design components (including decals, overlays, and other aesthetic components) are not required for the proper functioning of Hardware. As such, the aesthetic components may be delivered after the functional components of the Hardware. Customer acknowledges and agrees that the aesthetic components are not required for the Hardware to function properly and that the lack of aesthetic components does not render a shipment non-conforming.

2. Hardware Representations and Warranties.

- 2.1. Warranty. Subject to the restrictions herein, DRB provides Customer with a non-transferrable warranty that the Hardware shall substantially conform to the Agreement, Order Form, and any applicable Documentation for the configuration ordered by Customer for a period of twelve (12) months, starting from the date the Hardware is shipped from DRB's shipping dock ("Warranty Period"). The foregoing warranty does not apply to any person/entity other than Customer, or for any Hardware that has been subject to misuse, neglect, accident, or modification or which has been altered or is otherwise not capable of being tested by DRB under its normal test conditions.
- 2.2. Hardware Updates Exclusion. DRB has no responsibility for Warranty Claims based, in whole or part, on use of a non-current version or release of firmware necessary for Hardware updates when a Warranty Claim could have been avoided by using the then-current version or release of firmware which was available at that time.
- 2.3. Warranty Remedy. DRB's sole obligation to Customer hereunder for Hardware failing to meet the aforesaid warranty ("Warranty Claim") shall be, at DRB's sole discretion, to repair (if reasonably feasible) or replace the non-conforming Hardware or issue Customer credit for the purchase price of the non-conforming products, where within the Warranty Period: 1) DRB has received notice from Customer of any nonconformity; and, 2) after DRB's authorization to do so, Customer has returned the non-conforming Hardware as directed by DRB; and, 3) DRB has determined that the Hardware is non-conforming and that such nonconformity is not a result of Customer's modification or use of the Hardware other than in accordance with the DRB Solution and Documentation.
- 2.4. Product Availability and End of Life (EOL). "End of Life" is the point in time at which the Hardware is no longer marketed, offered for sale, serviced, updated, or provided support by DRB. Although DRB makes commercially reasonable efforts to provide adequate lead time for Customer planning purposes, End of Life decisions may be out of DRB's control given availability of parts. DRB may

cease to make available for purchase any or all Hardware under this Agreement from time to time. Where possible, DRB shall give at least twelve (12) months' written notice of an End of Life decision including details of the affected Hardware (including the part number(s), the last date to purchase, and the estimated end of service life).

- 2.5. Spares. Subject to End of Life decisions, spare parts for all Hardware (or replacement Hardware or related components) will be available for a minimum period after the delivery date as set out in the Documentation unless specified otherwise in the Order Form.

3. Reclamation.

- 3.1. General. By accepting delivery of any Hardware, Customer represents that it is solvent at the time of receipt. In the event Customer is not solvent at the time of delivery, Customer shall notify Company immediately. Failure to provide such notice is a reaffirmation of solvency.
- 3.2. Insolvency and Reclamation. Upon the commencement of any voluntary or involuntary insolvency, bankruptcy, reorganization or similar proceedings involving Customer, (collectively "Bankruptcy"), DRB may, in its sole discretion, subject to applicable law, including any court-ordered stay or other restriction, (a) stop delivery of any Hardware in transit, or halt delivery by any carrier or bailee, (b) terminate this Agreement or any Order Form, in whole or in part, and (c) reclaim any Hardware delivered to Customer within forty-five (45) days prior to the commencement of the bankruptcy case, in accordance with Section 546(c) of the U.S. Bankruptcy Code.
- 3.3. Customer Action. Customer grants DRB a license to enter any premises where the Hardware is located to remove the Hardware. Customer will, at its sole cost, promptly (i) provide DRB with reasonable assistance at and access to any premises where Hardware is located, and (ii) pay DRB's reasonable costs of recovery, removal, storage, and repair, associated with any such reclamation.
- 3.4. Waiver. Customer hereby waives any defenses to Company's reclamation of the Hardware and agrees that this provision constitutes a standing demand for reclamation upon the occurrence of insolvency. The rights set out in this paragraph are cumulative and in addition to any other rights or remedies available to DRB at law or in equity.