



# Unified Hardware, Firmware, & SaaS Supply Agreement

*Click-Through Terms — applies to any TrailGuard order placed via the Nightjar order form.  
Version v2026.05.*

These terms (“Agreement”) govern the sale and supply of TrailGuard hardware, embedded firmware, and the Nightjar IQ Cloud Monitoring Platform by Nightjar LLC (“Seller”) to the entity submitting the order (“Buyer”). The Agreement is effective as of the date Buyer submits a completed Nightjar order form (the “Order Form”) and confirms acceptance of these terms (the “Effective Date”).

## 1. Parties

**Seller:** Nightjar LLC, a Delaware statutory public benefit limited liability company.

**Buyer:** the organization whose identifying details (legal name, primary contact, billing and shipping addresses) are submitted via the Order Form.

## 2. Scope of Supply

Seller agrees to supply Buyer with the quantity of TrailGuard (4th Gen) Camera-Alert Systems specified on the Order Form. Each unit includes the camera and communications hardware, pre-installed firmware, antennas, standard battery pack, and the accessories listed on the Nightjar order page.

Access to the Nightjar IQ Cloud Monitoring Platform (“Platform”) is provided on a subscription basis and enables remote monitoring, alerting, and data visualization of deployed devices. Platform access is subject to Buyer maintaining an active subscription in accordance with Seller’s then-current subscription plans and pricing. During the Platform Early Access period, access is provided at no charge (see Addendum below).

Any additional hardware, software services, accessories, integrations, or professional services not expressly stated in this Agreement or the Order Form are excluded unless agreed in writing by both Parties.

## 3. Delivery and Title

Delivery shall be made FOB Factory (Ex Works), Incoterms® 2020. Estimated dispatch shall occur within fourteen (14) days of payment receipt. Risk and title to the hardware pass to Buyer upon delivery to the nominated carrier at Seller’s facility.

Buyer agrees to comply with all applicable export control and sanctions laws. Seller shall not be liable for delays or non-performance caused by export restrictions.



## 4. Pricing and Payment

Unit pricing is as listed on the Nightjar order page at the time of Order Form submission. Pricing is exclusive of taxes, customs duties, and freight beyond the EXW point. Shipping cost is estimated and added to Seller's invoice.

Buyer shall pay all invoiced amounts within thirty (30) days from the date of Seller's invoice (Net 30). Payments shall be made in U.S. dollars via Seller's designated payment processor (currently Stripe), which shall be the default payment method. Alternative payment methods (ACH transfer, wire transfer, credit card outside of Stripe) must be agreed in writing by Seller in advance.

Buyer shall be responsible for all bank charges, wire fees, intermediary fees, currency conversion fees, and other transaction costs imposed by financial institutions or payment processors. Seller shall receive the invoiced amount net of such fees.

Seller may require a deposit or prepayment before commencing production or shipment.

Any amounts not paid when due shall accrue interest at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is lower, calculated daily and compounded monthly. Buyer shall reimburse Seller for all reasonable collection costs, including attorneys' fees and collection agency costs.

Failure to pay SaaS renewal fees within thirty (30) days of invoice may result in **suspension or termination** of Buyer's access to the Platform until all outstanding amounts are paid.

## 5. Warranty and Support

Seller warrants the hardware against defects in materials and workmanship for twelve (12) months from factory dispatch. The warranty covers repair or replacement of defective components only. Misuse, modification, environmental damage, or use outside design parameters are excluded. Seller shall bear shipping costs for returning defective goods unless otherwise agreed.

Firmware updates correcting operational issues will be provided over-the-air during the warranty period.

Except as expressly set forth herein, Seller disclaims all other warranties, express or implied, including merchantability or fitness for a particular purpose.

## 6. Firmware License (EULA)

Buyer is granted a non-exclusive, non-transferable, limited license to use the firmware embedded in the devices solely for operation of the supplied hardware. The firmware and its derivatives remain the sole intellectual property of Seller. Buyer may not copy, reverse-engineer, decompile, or distribute firmware without written consent. No source-code or modification rights are granted. The Firmware License shall survive expiration or termination of this Agreement.



## 7. SaaS Access and Cloud Services

Subject to Buyer's payment of applicable subscription fees, Seller grants Buyer a limited, non-exclusive, non-transferable right to access and use the Nightjar IQ Platform solely in connection with Buyer's use of the purchased devices and for Buyer's internal operational and conservation purposes.

Seller will use commercially reasonable efforts to maintain Platform availability and performance in accordance with Seller's standard service levels, excluding scheduled maintenance, emergency maintenance, and events beyond Seller's reasonable control.

Subscription terms, pricing, renewal periods, and service tiers for the Platform shall be governed by Seller's standard subscription terms in effect at the time of subscription or renewal, which are incorporated by reference. Any customer-specific variations shall be documented in a separate written agreement.

## 8. Data Ownership and Usage

For purposes of this Agreement:

- **“Raw Data”** means all images, sensor outputs, and metadata generated by Buyer's deployed devices.
- **“Derived Data”** means any analytical results, model outputs, or aggregated datasets produced through the Nightjar IQ Platform.
- **“Internal Use”** means use solely for Seller's internal research and development, analytics, model training, system performance evaluation, and product improvement.
- **“External Use”** means use in marketing materials, sales demonstrations, fundraising materials, public presentations, or other outward-facing communications.

Buyer retains ownership of its Raw Data. Seller retains ownership of all Derived Data, analytical models, software, and Platform infrastructure.

Buyer is granted a non-exclusive, non-transferable, limited license to view, download, and use its Raw Data via the Platform for its internal conservation and operational reporting purposes only.

Seller may use Derived Data for Internal Use without restriction. Seller may use anonymized and aggregated Derived Data for External Use, provided such use does not identify Buyer, its personnel, or specific deployment locations without Buyer's prior written consent. Buyer may opt out of External Use of its Derived Data upon written notice to Seller; such opt-out shall not limit Seller's right to use Derived Data for Internal Use.

Upon termination or expiration of this Agreement, Seller will retain Buyer's Raw Data for thirty (30) days to permit Buyer to export it, after which the data may be deleted.

Seller shall handle all data in accordance with applicable data protection and privacy laws, including (where applicable) the GDPR, and shall implement commercially reasonable safeguards.



## **9. Intellectual Property Rights**

All patents, designs, copyrights, trademarks, trade secrets, and other intellectual property relating to the hardware, firmware, and Platform shall remain the exclusive property of Seller. This Agreement does not transfer ownership of any intellectual property to Buyer. No implied license is granted.

## **10. Limitation of Liability**

Seller's total cumulative liability arising under this Agreement shall not exceed the total amount paid by Buyer for the products and services. Seller shall not be liable for indirect, incidental, consequential, punitive, or special damages, including those arising from loss of profits, data, revenue, or third-party claims.

Buyer shall indemnify and hold harmless Seller from any third-party claims arising from misuse, integration with other systems, or deployment outside the specified conditions.

## **11. Confidentiality**

Each Party agrees to keep confidential all non-public business, technical, and commercial information received from the other Party, and not to disclose such information to any third party without prior written consent, except as required by law.

## **12. Termination**

Either Party may terminate this Agreement upon written notice if the other Party materially breaches its obligations and fails to cure such breach within thirty (30) days of receiving written notice. Upon termination, Buyer shall cease use of the Platform and related software.

## **13. Force Majeure**

Neither Party shall be liable for failure or delay in performance due to events beyond its reasonable control, including natural disasters, war, acts of government, or network outages.

## **14. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

Any dispute, controversy, or claim arising out of or relating to this Agreement (a "Dispute") shall first be resolved through good-faith negotiations between the Parties. If the Parties cannot resolve a Dispute within thirty (30) days, the Dispute shall be finally settled by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, in Wilmington, Delaware, conducted in English, before one (1) mutually-agreed arbitrator. Each Party shall bear its own costs.

Nothing in this clause shall prevent either Party from seeking interim or injunctive relief in a court of competent jurisdiction to protect intellectual property or confidential information.



## 15. Entire Agreement and Acceptance

This Agreement, together with the Order Form submitted by Buyer, represents the entire understanding between the Parties and supersedes any prior quotations, communications, or agreements. Any amendments must be made in writing and signed by both Parties.

Purchase Orders issued by Buyer shall reference this Agreement and be subject to its terms, notwithstanding any conflicting terms on the PO.

**Acceptance:** Buyer indicates acceptance of this Agreement by ticking the “I have read and agree” checkbox on the Nightjar order form and submitting the Order Form. The submission constitutes a binding electronic signature under applicable e-signature law (including the U.S. E-SIGN Act, the Uniform Electronic Transactions Act, eIDAS in the European Union, and the Electronic Communications Act 2000 in the United Kingdom). The acceptance event is timestamped and recorded by Seller along with the identifying details Buyer provided on the Order Form.



# Platform Early Access Addendum

*Supplements the Unified Hardware, Firmware, & SaaS Supply Agreement. Version v2026.05.*

This Addendum supplements and forms part of the Agreement. Capitalized terms not defined here have the meanings given in the Agreement. In the event of conflict, this Addendum controls solely with respect to the Early Access Services.

## 1. Purpose

Seller is developing and commercializing the Nightjar IQ Platform. Buyer participates in a limited early access or pilot program prior to, or outside of, Seller's standard commercial subscription plans.

## 2. Early Access Services

Seller grants Buyer a limited, non-exclusive, non-transferable right to access and use the Platform on a pre-commercial or pilot basis ("Early Access Services") solely in connection with Buyer's use of the purchased TrailGuard devices. Early Access Services may include features, functionality, or service levels that are not yet generally available or fully documented. Seller makes no commitment that any Early Access Services will be included in future commercial releases.

## 3. Term and Transition

Early Access Services commence on the Effective Date of the Agreement and continue until terminated. Seller may transition Buyer from Early Access to standard paid subscription access with at least **thirty (30) days' prior written notice**. Upon transition, continued access requires Buyer to enter into a paid subscription under Seller's standard terms then in effect.

## 4. Fees

Early Access Services are provided at no charge during the early access period, unless otherwise agreed in writing. Seller shall provide Buyer with at least thirty (30) days' notice of applicable subscription pricing and terms prior to the end of Early Access.

## 5. Use Restrictions

Buyer shall use the Early Access Services solely for internal operational, conservation, evaluation, or research purposes. Early Access Services are provided for testing and feedback and shall not be relied upon for mission-critical operations without appropriate redundancy. Buyer shall not disclose, publish, or benchmark the performance, functionality, or availability of the Early Access Services without Seller's prior written consent.



## 6. Data and Feedback

Data ownership is governed by Clause 8 of the Agreement. Buyer may provide feedback, suggestions, or usage insights (“Feedback”). Seller may use such Feedback without restriction or obligation to Buyer.

## 7. Disclaimer

**The Early Access Services are provided “as is” and “as available,” without warranties of any kind, whether express or implied.** Seller does not warrant that the Early Access Services will be uninterrupted, error-free, or free from defects.

## 8. Termination

Seller may suspend or terminate Early Access Services at any time, with or without notice, in its sole discretion. Buyer may terminate this Addendum upon written notice. Termination of this Addendum does not affect the validity of the Agreement.

*© Nightjar LLC. Version v2026.05. Last updated May 2026. The current version of these terms is always available at [nightjar.tech](https://nightjar.tech).*