

STANDARD TERMS AND CONDITIONS

Effective Date: July 10, 2026

1. Applicability to Orders and Other Transactions

1.1. General Applicability. These Standard Terms and Conditions (these “**Terms**”) govern all Orders and other transactions under which Falcomm, Inc. (“**Falcomm**”) supplies Products, Deliverables, or Services to any customer (“**Customer**”) (each a “**Party**,” or collectively, the “**Parties**”).

1.2. Business Use. These Terms are intended for business-to-business transactions only. Customer represents that it is acquiring Products, Deliverables, and Services for business, commercial, industrial, research, development, or other non-consumer purposes.

1.3. Relationship to Other Agreements Between the Parties. These Terms govern all Orders and transactions between the Parties unless a written agreement signed by both Parties expressly supersedes or modifies them. Any supersession or modification applies only to the extent expressly stated, and all other provisions remain in effect. In the event of conflict, documents control in this order: (a) any signed agreement or amendment expressly superseding or modifying these Terms; (b) the applicable Statement of Work, Order, or other Transaction Document, solely for deal-specific business and technical terms; (c) these Terms; and (d) Customer’s Purchase Order, solely for Order-specific information expressly accepted by Falcomm. Falcomm rejects all additional or different Customer terms, including in Purchase Orders, portals, RFQs, acknowledgments, invoice instructions, click-throughs, flow-downs, or other Customer documents, unless Falcomm expressly accepts them in a signed writing. Falcomm’s performance, shipment, delivery, invoicing, or acceptance of payment does not accept any Customer terms.

2. Definitions

2.1. “**Affiliate**” means, for a Party, any entity that controls, is controlled by, or is under common control with that Party.

2.2. “**Background Technology**” means all technology, software, code, works of authorship, inventions, designs, know-how, processes, tools, templates, methods, documentation, data models, algorithms, improvements, and other materials that Falcomm owns, licenses, develops, or acquires: (a) before performing Services for Customer; (b) outside the course and scope of those Services; or (c) for general use in Falcomm’s business.

2.3. “**Change Order**” means a written document signed by both Parties that modifies an Order, Statement of Work, or other Transaction Document, including any change to the Products, Deliverables, Services, specifications, scope, schedule, milestones, fees, expenses, assumptions, dependencies, or acceptance criteria. No change is binding unless set forth in a Change Order signed by both Parties.

2.4. “**Confidential Information**” means all non-public information disclosed by or on behalf of one Party, whether orally, visually, electronically, in writing, or by inspection, to the other Party in connection with these Terms or any applicable Transaction Document. Confidential Information includes information relating to the Disclosing Party’s business, finances, products, technology, intellectual property, designs, specifications, development work, manufacturing processes, foundries, suppliers, pricing, forecasts, customers, and the terms of these Terms or any Transaction Document. Confidential Information does not include information the Receiving Party can show: (a) is or becomes publicly available through

no breach by the Receiving Party; (b) was lawfully known to the Receiving Party without a confidentiality obligation before disclosure; (c) was rightfully received from a third party without a confidentiality obligation; or (d) was independently developed without use of or reference to the Disclosing Party's Confidential Information.

2.5. **"Customer Materials"** means all materials, information, data, specifications, instructions, samples, designs, drawings, technology, components, equipment, software, systems, content, and other items that Customer provides or makes available to Falcomm.

2.6. **"Deliverables"** means work product, reports, drawings, designs, files, prototypes, software, documentation, specifications, or other deliverables that Falcomm creates and expressly identifies in an Order as deliverables for Customer.

2.7. **"Documentation"** means Falcomm's user instructions, product sheets, specifications, technical requirements, safety materials, handling instructions, or other documentation that Falcomm provides for Products, Deliverables, or Services.

2.8. **"End Product"** means any product, system, equipment, application, service, or other item into which Customer incorporates, connects, installs, or uses a Product or Deliverable.

2.9. **"Evaluation Items"** means prototypes, samples, beta items, pilot items, engineering samples, demonstration units, evaluation boards, reference designs, early-access materials, loaned equipment, pre-release items, or other non-production items.

2.10. **"Export Control Laws"** means all applicable export control, import, customs, trade sanctions, anti-boycott, and similar Laws.

2.11. **"Falcomm IP"** means all Intellectual Property Rights owned or controlled by Falcomm, including rights in Products, Deliverables, Documentation, designs, manufacturing information, processes, tools, know-how, improvements, modifications, derivative works, and other technology developed or used by Falcomm.

2.12. **"Feedback"** means suggestions, ideas, enhancement requests, recommendations, corrections, comments, or other feedback that Customer may provide about Products, Deliverables, Services, Software, Documentation, or Falcomm IP.

2.13. **"Intellectual Property Rights"** means all intellectual property, proprietary, and similar rights anywhere in the world, whether registered or unregistered, including patents, patent applications, copyrights, mask works, trade secrets, know-how, inventions, designs, schematics, layouts, GDS files, design databases, simulations, test methods, process information, packaging information, and other technical or proprietary rights.

2.14. **"Law"** means any applicable law, statute, rule, regulation, ordinance, order, or other legal requirement of any governmental authority.

2.15. **"Order"** means a written or electronic order for specific Products, Deliverables, or Services that Falcomm accepts under these Terms. An Order may include a signed quote, a Purchase Order accepted by Falcomm, a statement of work, an order confirmation, an online order submitted through a Falcomm-approved process, or another ordering document accepted by Falcomm. An Order includes only

the scope, quantity, price, schedule, payment, shipping, delivery, Specifications, acceptance criteria, and other business or technical terms that Falcomm accepts for that transaction and does not include any additional or different Customer terms unless Falcomm expressly accepts them in a signed writing that identifies the specific terms accepted.

2.16. **“Products”** means products, components, integrated circuits, wafers, dies, packaged devices, evaluation boards, samples, prototypes, parts, equipment, hardware, and any software or firmware embedded in or provided for use with those items, in each case supplied by Falcomm under an Order.

2.17. **“Purchase Order”** means Customer’s purchase order or other ordering document submitted to Falcomm for Products, Deliverables, or Services, including any attachments, supplements, or revisions to that document. A Purchase Order becomes an Order only to the extent Falcomm accepts it under these Terms. Any pre-printed, linked, incorporated, portal-based, flow-down, or other additional or different terms in a Purchase Order are rejected unless Falcomm expressly accepts those terms in a signed writing that identifies the specific terms being accepted.

2.18. **“Representatives”** means, for a Party, that Party’s Affiliates and its and their respective officers, directors, employees, contractors, advisors, agents, suppliers, subcontractors, accountants, attorneys, and other representatives.

2.19. **“Services”** means services that Falcomm performs under an Order, including design, development, consulting, engineering, integration, manufacturing support, customization, testing, characterization, maintenance, or other services.

2.20. **“Specifications”** means the written technical, functional, or other specifications for Products, Services, or Deliverables that Falcomm expressly accepts in an Order.

2.21. **“Transaction Documents”** means each Order, Change Order, statement of work, order confirmation, or other written agreement or ordering document between the Parties that Falcomm accepts and that governs specific Products, Deliverables, Documentation, Services, or transaction-specific terms. Transaction Documents do not include these Terms.

3. Quotes, Purchase Orders, and Order Acceptance

3.1. **Quotes.** Upon request, Falcomm may provide quotes for any Products, Deliverables, or Services that Customer wishes to purchase. Falcomm may withdraw or revise any quote at any time before acceptance. Unless a quote states a shorter period, each quote expires 30 days after its issue date.

3.2. **Order Placement.** Unless the applicable Transaction Documents specify a different ordering process, Customer must submit written Purchase Orders to Falcomm for all Products, Deliverables, and Services. Each Purchase Order must include, as applicable: (a) the Products, Services, or Deliverables ordered; (b) the applicable quantities of such Products, Services, or Deliverables; (c) any prices agreed upon in the Transaction Documents; (d) the requested delivery or completion dates for the Products, Services, or Deliverables; (e) any applicable Specifications; (f) any acceptance criteria that differ from these Terms; (g) any required Customer Materials; and (h) any special regulatory, quality, safety, export-control, or other requirements not already agreed to in the applicable Transaction Documents.

3.3. **Acceptance.** Unless the applicable Transaction Documents provide otherwise, Falcomm may accept or reject any Purchase Order or other ordering request in its discretion. No Purchase Order is

binding unless Falcomm accepts it in writing, including by signed order confirmation, written acceptance, electronic confirmation, or other written confirmation. Once accepted, a Purchase Order becomes an Order and may not be cancelled, modified, or rescheduled without Falcomm's written consent.

3.4. Cancellation Charges. If Falcomm permits cancellation for any Products, Services, or Deliverables in an Order, Customer must pay all amounts incurred or committed before cancellation, including amounts for completed or delivered Products, Services performed, work in process, purchased materials, non-cancellable commitments, supplier charges, restocking charges, storage costs, overhead, reasonable profit, and other reasonable costs.

3.5. Rescheduling. If Falcomm permits any rescheduling of Products, Services, or Deliverables in an Order, it may condition such rescheduling on Customer's payment of costs, storage fees, supplier charges, price changes, capacity impacts, or other impacts. Rescheduled delivery is subject to Falcomm's then-current capacity, lead times, and supplier availability.

3.6. Delivery Terms. Unless an Order states otherwise, Products will be delivered FCA Falcomm's facility (Incoterms 2020). Delivery occurs, and risk of loss transfers to Customer, when Falcomm tenders the Products to the carrier at that location. Title to tangible Products transfers only upon Falcomm's receipt of full payment for those Products. Falcomm may make partial shipments and invoice each shipment separately. Falcomm is not responsible for any delay, seizure, storage, demurrage, penalty, return, additional charge, or other cost resulting from inaccurate or incomplete Customer information, customs holds, import or export restrictions, sanctions screening, or other trade-compliance issues.

3.7. Storage. If Customer delays delivery, fails to accept delivery, or fails to provide instructions or information needed for shipment, Falcomm may store the Products, at Falcomm's facility or with a third party, at Customer's risk and expense. The Products will be deemed ready for shipment, and Falcomm may invoice Customer for the Products and any related storage, handling, insurance, transportation, and other reasonable costs incurred during the delay.

3.8. International Shipments. Falcomm may arrange international shipment as a convenience when accepted in an Order. Unless agreed otherwise, Customer is the importer of record for any such shipments and is responsible for import permits, customs clearance, duties, tariffs, VAT, GST, broker fees, local delivery, registrations, and applicable Laws. Customer must provide accurate shipping, classification, end-user, end-use, destination, consignee, and trade-compliance information requested by Falcomm.

3.9. Forecasts. The applicable Transaction Documents may require Customer to provide periodic forecasts of its anticipated purchases of Products, Deliverables, or Services. Unless expressly stated otherwise in the applicable Transaction Documents, forecasts for standard or catalog Products are for planning purposes only, do not constitute Orders, and do not obligate either Party. For custom, programmed, configured, or other customer-specific Products, the applicable Transaction Documents may designate forecasts, minimum purchase commitments, capacity reservations, or other volume commitments as binding. Once Falcomm accepts an Order for any custom, programmed, configured, or other customer-specific Product, that Order is non-cancellable and non-returnable except to the extent expressly stated otherwise in the applicable Transaction Documents. Customer is responsible for foundry capacity reservation charges only to the extent expressly stated in the applicable Transaction Documents.

4. Products, Services, Deliverables, and Performance

4.1. Products and Services. Subject to these Terms and the applicable Transaction Documents, Falcomm will supply the Products, provide the Deliverables, and perform the Services expressly identified in an Order accepted by Falcomm. Falcomm has no obligation to supply any Product, provide any Deliverable, perform any Service, meet any specification, schedule, milestone, or acceptance criterion, or satisfy any other requirement unless expressly stated in an accepted Order or other Transaction Document signed by Falcomm. Unless the applicable Order states otherwise, Falcomm will determine the manner, means, methods, tools, personnel, suppliers, and resources used to perform the Services and provide the Products or Deliverables. Any change to the scope, specifications, timing, assumptions, dependencies, or requirements of an accepted Order must be made through a Change Order.

4.2. Work Location and Service Hours. Falcomm may perform Services remotely and from any Falcomm location unless the applicable Order expressly requires onsite performance. Onsite Services are subject to Customer's timely provision of access, safe working conditions, required permits, site rules, equipment, systems, and personnel. Unless the applicable Order states otherwise, Falcomm performs Services during Falcomm's normal business hours.

4.3. Performance Dates. All performance dates, delivery dates, milestones, and schedules are estimates unless the applicable Order expressly states that a specific date is firm and that time is of the essence. Falcomm is not responsible for any delay caused or contributed to by Customer, including Customer's failure to provide timely instructions, approvals, access, information, Customer Materials, or other required cooperation. If Customer causes or contributes to a delay, Falcomm may equitably adjust the schedule, milestones, fees, expenses, Specifications, resources, and other affected terms. Customer must reimburse Falcomm for all reasonable costs and expenses resulting from the delay.

4.4. Custom Work and Specifications. Falcomm may design, develop, manufacture, configure, or supply custom Products or Deliverables if expressly stated in an Order. Customer is responsible for confirming that all Specifications for such custom Products or Deliverables will satisfy Customer's intended use, End Product requirements, regulatory obligations, and customer requirements. Falcomm is not responsible for any Specifications that Customer provides, approves, or directs.

4.5. Quality and Special Requirements. Any quality, reliability, environmental, safety, testing, inspection, source-inspection, first-article, certification, traceability, serialization, record-retention, change-notification, packaging, labeling, marking, storage, handling, documentation, audit, factory-access, customer-specific, end-customer, regulatory, or other special requirement applies only if Falcomm expressly accepts that requirement in the applicable Order or other Transaction Documents. Customer must identify all special requirements before submitting the applicable Purchase Order. No special requirement applies through a Purchase Order, vendor portal, flow-down, specification, drawing, quality manual, supplier manual, or other Customer document unless Falcomm expressly accepts that requirement in a signed writing. If Falcomm accepts a special requirement, Falcomm may condition acceptance on changes to price, schedule, lead time, warranty, testing, documentation, or other terms.

4.6. Evaluation Items. Falcomm may provide Evaluation Items for Customer's review, testing, or evaluation only as agreed in the applicable Transaction Documents. Unless those Transaction Documents expressly state otherwise, Customer may use Evaluation Items solely for internal testing and evaluation, and not for production, commercial use, resale, field deployment, qualification, certification, safety-critical use, high-risk use, regulated use, or use with or for end customers. Evaluation Items remain Falcomm's property unless Falcomm expressly sells them to Customer. Customer must return or destroy all Evaluation

Items upon Falcomm's request or at the end of the applicable evaluation period, and Falcomm may require written certification of destruction. Customer bears all risk of loss, damage, or misuse while Evaluation Items are in Customer's possession or control.

4.7. Disclaimer for Evaluation Items. Customer acknowledges that Evaluation Items may be incomplete, pre-release, experimental, nonconforming, unsupported, and different from any production Product. Falcomm may modify, discontinue, recall, or require the return or destruction of any Evaluation Item at any time. Providing an Evaluation Item does not obligate Falcomm to release, commercialize, sell, support, maintain, update, or continue developing any Product, Deliverable, feature, or technology. Except to the extent expressly stated in the applicable Transaction Documents, Evaluation Items are provided "as is," "with all faults," and "as available," without any warranty, support, maintenance, update, service-level, or indemnity obligation of any kind. Customer's use, testing, evaluation, integration, or reliance on Evaluation Items is at Customer's sole risk.

4.8. Manufacturing Changes and Substitutions. Unless the applicable Transaction Documents expressly restrict a specific change, Falcomm may modify, update, improve, redesign, substitute, discontinue, or otherwise change any Product, Deliverable, component, material, package, process, supplier, foundry, manufacturing method, test method, logistics method, software, firmware, Documentation, design detail, or other item, input, resource, or requirement relating to the Products or Deliverables. Falcomm may make those changes for any technical, commercial, operational, supply-chain, lifecycle, availability, obsolescence, quality, regulatory, cost, capacity, or business reason, including if any original item, source, process, requirement, capacity, or resource becomes unavailable, delayed, restricted, obsolete, discontinued, commercially impracticable, or unsuitable. Falcomm may substitute equivalent, better, or otherwise commercially reasonable alternatives. Any Product or Deliverable supplied under an accepted Order will conform in all material respects to the applicable Specifications, unless otherwise agreed in writing.

4.9. Customer Change Requests. Customer may submit requested changes to an Order, Product, Service, Deliverable, Specification, schedule, milestone, acceptance criterion, shipment, quantity, or other requirement. Any such change request must be submitted to Falcomm in writing. Falcomm has no obligation to evaluate, perform, or implement any change, out-of-scope work, rework, acceleration, delay, suspension, or rescheduling unless Falcomm agrees to do so in a written Change Order or other written confirmation accepted by Falcomm. Pending agreement on a Change Order, Falcomm may continue performing under the existing Order or suspend affected work.

4.10. Change Impact. Falcomm may condition the acceptance of any Change Order on equitable adjustments to price, fees, costs, schedule, milestones, delivery, Specifications, acceptance criteria, warranty, resources, capacity, inventory, tooling, materials, supplier commitments, or other affected terms. Falcomm is not responsible for any delay or impact resulting from Customer's requested change, late change, incomplete information, changed assumptions, delayed approval, or failure to provide required Customer Materials or cooperation.

4.11. Product Lifecycle and Discontinuation. Except as expressly stated in an accepted Order or other Transaction Document signed by Falcomm, Falcomm is not required to continue manufacturing, supplying, supporting, maintaining, or making available any Product, Deliverable, component, material, process, supplier, foundry capacity, package, testing resource, software, firmware, Documentation, or other input. Falcomm may, but is not required to, offer Customer a last-time-buy opportunity for discontinued or end-of-life Products, which may be subject to Falcomm's acceptance, supplier availability, capacity, lead times, minimum order quantities, and other conditions. All last-time-buy Orders are non-cancellable, non-reschedulable, and non-returnable.

4.12. Tooling and Manufacturing Aids. Unless an Order states otherwise, Falcomm owns all tooling, fixtures, masks, wafers, probe cards, test equipment, software tools, templates, design files, manufacturing aids, and similar items used to provide Products, Services, or Deliverables, even if Customer pays non-recurring engineering, tooling, setup, or similar charges.

4.13. Subcontractors, Foundries, and Suppliers. Falcomm may use Affiliates, subcontractors, consultants, suppliers, foundries, packaging houses, testing providers, logistics providers, cloud providers, and other service providers to perform or support Falcomm's obligations under these Terms and the applicable Transaction Documents. Falcomm may provide Customer Materials and Customer Confidential Information to those persons and entities as needed for that purpose, subject to confidentiality obligations that are appropriate for the circumstances. Falcomm remains responsible for its obligations under these Terms, subject to all limitations and exclusions in these Terms. Falcomm is not responsible for any supplier, contractor, or other third party selected, directed, required, or provided by Customer.

4.14. Professional Services. To avoid any doubt, the Services provided by Falcomm do not and will not include legal advice, regulatory advice, system-level design, validation, qualification, certification, launch assurance, mission assurance, cybersecurity assessment, product-safety review, manufacturing scale-up, support, maintenance, or other services unless the applicable Order expressly includes them.

5. Software and Firmware.

5.1. License. Products and Deliverables may include, contain, or be provided with software, firmware, code, scripts, tools, drivers, libraries, configuration files, models, updates, or related documentation, collectively, Software. Subject to Customer's full payment and compliance with these Terms and the applicable Transaction Documents, Falcomm grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Software: (a) only in object-code form; (b) only as embedded in, or provided for use with, the applicable Product or Deliverable; and (c) only for Customer's permitted use under the applicable Transaction Documents.

5.2. Ownership. Falcomm and its licensors retain all right, title, and interest in and to the Software and all related Intellectual Property Rights. Customer receives only the limited license expressly granted in these Terms or the applicable Transaction Documents. Falcomm reserves all other rights.

5.3. Restrictions. Customer must not copy, modify, translate, adapt, distribute, sublicense, rent, lease, host, disclose, provide access to, separate, extract, reverse engineer, decompile, disassemble, or create derivative works of the Software, except to the extent the applicable Transaction Documents expressly permit. Customer must not use the Software separately from the applicable Product or Deliverable unless Falcomm expressly permits that use in writing.

5.4. Updates and Patches. Falcomm has no obligation to provide updates, upgrades, patches, bug fixes, error corrections, security updates, or new versions of the Software unless the applicable Transaction Documents expressly require them. Any update, patch, correction, or new version that Falcomm provides is part of the Software and is governed by these Terms unless Falcomm provides different terms with it. Customer is responsible for promptly installing and using any update, patch, correction, mitigation, or instruction that Falcomm provides.

5.5. Third-Party and Open-Source Software. Software may include third-party or open-source software. The applicable third-party or open-source license terms govern those components to the extent required by those terms. Customer must comply with those terms. Customer receives no rights in third-

party or open-source software except the rights expressly granted in the applicable third-party or open-source license terms.

5.6. Support and Maintenance. Falcomm has no obligation to provide support, maintenance, repairs, replacements, calibration, rework, training, failure analysis, field service, onsite assistance, technical assistance, or similar services unless the applicable Transaction Documents expressly require them. This Section 5.6 does not limit any express warranty remedy stated in these Terms or the applicable Transaction Documents. Any support or assistance Falcomm provides outside an express obligation is provided at its discretion, may be subject to additional fees, and does not create any continuing obligation.

6. Inspection, Acceptance, Corrections, and Returns

6.1. Acceptance of Products. Customer must promptly inspect all Products upon receipt and notify Falcomm in writing of any visible damage, shortage, delivery error, defect, or claimed material nonconformity within 15 days after receipt, unless the applicable Transaction Documents specify a different inspection or acceptance period. Any rejection notice must describe the issue in reasonable detail and identify the applicable Specification or Order requirement allegedly not met. Unless the applicable Transaction Documents provide otherwise, Customer will be deemed to have accepted the Products upon the earliest of: (a) Customer's written acceptance; (b) Customer's use of the Products in production or for commercial purposes; (c) Customer's shipment, integration, deployment, transfer, or provision of the Products to any third party; (d) Customer's failure to provide a timely and valid rejection notice under this Section; or (e) Customer's payment of the applicable invoice without written reservation.

6.2. Acceptance of Services and Deliverables. Unless the applicable Transaction Documents state otherwise, Customer must promptly review each Service and Deliverable after performance or delivery and may reject it only for a material nonconformity with the Specifications or acceptance criteria expressly accepted by Falcomm. For clarity, nonconformities caused by Customer Materials, Customer instructions, misuse, unauthorized modification, third-party products, or requirements not expressly accepted by Falcomm are not grounds for rejection. Any rejection notice must be delivered within 15 days after performance or delivery and must describe the claimed nonconformity in reasonable detail, including the specific unmet Specification or acceptance criterion. Customer will be deemed to have accepted a Service or Deliverable upon the earliest of: (a) written acceptance; (b) production or commercial use; (c) shipment, deployment, transfer, or provision to any third party; (d) failure to provide a timely and valid rejection notice; or (e) payment of the applicable invoice without written reservation.

6.3. Correction. If Customer timely and properly rejects a Product, Service, or Deliverable for a material nonconformity with the applicable Specifications, Order requirements, or acceptance criteria expressly accepted by Falcomm, Falcomm may, in its sole discretion and as Customer's sole and exclusive remedy, repair, correct, replace, reperform, credit, or refund the fees attributable to the nonconforming Product, Service, or Deliverable. Customer must reasonably cooperate with Falcomm's review and corrective efforts, including by providing supporting information, access, samples, and, if requested, return of the affected Product or Deliverable. If Falcomm determines that the rejected Product, Service, or Deliverable was not materially nonconforming, Customer is responsible for Falcomm's reasonable inspection, testing, shipping, handling, and related costs.

6.4. Returns. Customer may return Products only with Falcomm's prior written authorization and in accordance with Falcomm's return material authorization process. Unauthorized returns may be rejected or returned to Customer at Customer's risk and expense. Customer must return authorized Products in the condition, packaging, and timeframe specified by Falcomm. If Falcomm does not confirm a covered

nonconformity, Customer is responsible for Falcomm's reasonable inspection, testing, handling, shipping, and related costs.

7. Prices, Invoicing, Payments, and Taxes

7.1. Prices and Expenses. Customer must pay all prices, fees, expenses, and other amounts stated in the applicable Order or otherwise agreed in the Transaction Documents. Unless expressly stated otherwise, all prices exclude taxes, duties, tariffs, shipping, insurance, expedited charges, storage, handling, and other governmental, logistics, or pass-through charges, all of which are Customer's responsibility, except for taxes based on Falcomm's net income.

7.2. Invoices. Unless an Order states otherwise, Falcomm may invoice Customer upon Order acceptance, milestone completion, shipment, delivery, monthly in arrears, or as specified in the Order.

7.3. Invoice Disputes. Customer must notify Falcomm in writing of any invoice dispute within 15 days after the invoice date. The notice must identify the invoice, the disputed amount, the specific basis for the dispute, and reasonable supporting information. Customer waives any dispute not timely raised, except for obvious arithmetic errors. Customer must pay all undisputed amounts when due, and no invoice dispute permits Customer to withhold payment of unrelated amounts. The Parties will work in good faith to resolve any timely disputed amount, and Customer must promptly pay any amount determined to be due.

7.4. Payments. Customer must pay all invoices in U.S. dollars within 30 days after the invoice date, without setoff, deduction, recoupment, withholding, or counterclaim.

7.5. Late Payments. Overdue amounts accrue interest from the due date until paid at 1.5% per month or the maximum rate permitted by law, whichever is lower. Customer must reimburse Falcomm for all reasonable collection costs, including attorneys' fees. Falcomm may condition further Order acceptance or continued performance on credit approval, advance payment, deposits, financial information, letters of credit, guarantees, or other credit support.

7.6. Suspension. Falcomm may suspend performance, deliveries, support, warranty work, access, or licenses if Customer fails to pay any amount when due, exceeds a credit limit, fails to provide requested credit support, becomes insolvent, fails to provide required information or approvals, or otherwise gives Falcomm reasonable grounds for insecurity regarding Customer's performance or payment. Suspension does not limit Falcomm's other rights or remedies.

8. Customer Responsibilities

8.1. Cooperation. Customer will cooperate with Falcomm and timely provide all personnel, access, systems, Customer Materials, decisions, approvals, feedback, instructions, and information reasonably needed for Falcomm to perform. Falcomm may rely on all Customer Materials, instructions, decisions, approvals, and information Customer provides.

8.2. Customer Materials. Customer represents and warrants that all Customer Materials are accurate, complete, lawful, suitable for Falcomm's use, and do not infringe, misappropriate, or violate any third-party rights.

8.3. Planning. Customer is solely responsible for its product planning, inventory planning, lifecycle management, qualification planning, customer and end-customer commitments, and End Product

support. Customer may not rely on continued Product availability unless Falcomm expressly commits to that availability in an accepted Order or other Transaction Document signed by Falcomm.

8.4. Assumptions and Dependencies. Falcomm's obligations depend on Customer's timely performance of its responsibilities and the accuracy, completeness, suitability, and timeliness of all Customer Materials, systems, instructions, approvals, decisions, and information. If any Customer dependency, assumption, instruction, approval, material, system, or information is delayed, inaccurate, incomplete, unsuitable, or unavailable, Falcomm may equitably adjust the schedule, milestones, fees, expenses, Specifications, resources, and other affected terms.

8.5. End Product Responsibility. Customer is solely responsible for each End Product, including determining whether the Products and Deliverables are suitable for Customer's intended use, as well as all testing, validation, qualification, certification, labeling, documentation, support, maintenance, safety, security, regulatory approvals, and legal and regulatory compliance for each End Product.

8.6. Customer-Caused Impacts. Falcomm is not responsible for any delay, nonperformance, rework, scrap, excess or obsolete inventory, additional cost, or nonconformity to the extent caused by Customer, Customer Materials, Customer's systems or suppliers, Customer-requested changes, or Customer's acts, omissions, delays, instructions, Specifications, materials, or failure to perform its obligations. Customer is responsible for all resulting costs and impacts, including cancellation charges, supplier charges, expediting costs, storage costs, testing costs, engineering time, administrative costs, and other reasonable costs incurred or committed by Falcomm. Falcomm may invoice those amounts as incurred or as otherwise stated in the applicable Change Order or Transaction Document.

8.7. Backups and Controls. Customer is responsible for implementing and maintaining backup copies, cybersecurity controls, access controls, redundancy, disaster recovery, fail-safe procedures, quality controls, testing protocols, monitoring, and other safeguards appropriate for Customer's systems, data, operations, and End Products.

8.8. Permitted Use. Subject to these Terms and the applicable Transaction Documents, Customer may use the Products, Deliverables, Documentation, Services, and Falcomm IP only for the purposes, fields of use, territories, users, sites, quantities, End Products, and other limitations expressly authorized in the applicable Transaction Documents. All such use must be in accordance with the Documentation, Specifications, and all instructions, limitations, and warnings provided by Falcomm. Unless expressly authorized, Customer may use Products only as incorporated into permitted End Products and may use Deliverables and Documentation only for Customer's internal business purposes relating to those End Products. All rights not expressly granted are reserved; no rights are granted by implication, estoppel, or otherwise.

8.9. No Unauthorized Distribution. Except as expressly authorized in the applicable Transaction Documents, Customer must not sell, resell, sublicense, assign, transfer, distribute, lease, rent, publish, disclose, commercialize, or otherwise make available any Product, Deliverable, Documentation, or Falcomm IP, in whole or in part, as a standalone product, component, design file, development tool, reference design, or other separate item.

8.10. High-Risk and Regulated Application. Customer must disclose to Falcomm in writing any known intended use of any Product, Deliverable, or Service in or for any satellite, spacecraft, launch vehicle, payload, aerospace, aviation, defense, military, telecommunications infrastructure, autonomous system, life-support, medical, nuclear, emergency-response, hazardous-environment, safety-critical, mission-

critical, or other high-risk or regulated application. Customer is solely responsible for all system-level design, integration, testing, validation, qualification, certification, regulatory approvals, safety measures, redundancy, fail-safe mechanisms, cybersecurity, export-control compliance, and other requirements applicable to that use, except to the extent a Transaction Document expressly assigns a specific responsibility to Falcomm. Unless expressly stated otherwise in the applicable Transaction Documents, Falcomm does not represent or warrant that any Product, Deliverable, or Service is suitable for any high-risk or regulated application.

8.11. No Competitive, AI, or Benchmarking Use. Except as expressly authorized in the applicable Transaction Documents, Customer must not, and must not allow any third party to: (a) use any Product, Deliverable, Documentation, Service, or Falcomm IP to develop, train, improve, validate, manufacture, support, or enable any product or service that competes, or is intended to compete, with Falcomm or any Falcomm product or service; (b) use any Product, Deliverable, Documentation, Service, or Falcomm IP to train, improve, validate, or support any artificial intelligence or machine learning model or other automated design, optimization, or analysis system; or (c) publish, disclose, distribute, or otherwise make available to any third party any benchmarking, comparative testing, performance evaluation, or related results concerning any Product, Deliverable, or Service without Falcomm's prior written consent. For clarity, Customer may internally test, evaluate, benchmark, and characterize Products and Deliverables solely for Customer's permitted use under the applicable Transaction Documents.

8.12. Additional Use Restrictions. Customer must not, and must not allow any third party to: (a) reverse engineer, decompile, disassemble, decode, analyze, characterize, translate, or otherwise attempt to derive or discover any source code, algorithm, structure, architecture, design logic, manufacturing method, or underlying idea from any Product, Deliverable, software, firmware, prototype, sample, or Falcomm IP; (b) copy, modify, adapt, translate, improve, or create derivative works of any Product, Deliverable, Documentation, or Falcomm IP except as expressly permitted in a Transaction Document; (c) remove, alter, or obscure any copyright, trademark, patent, confidentiality, safety, warning, or proprietary notice; (d) bypass, disable, or interfere with any access control, license key, security feature, usage limit, or technical restriction; (e) analyze, test, or characterize any Product or Deliverable for the purpose of developing, validating, manufacturing, or supporting a competing product or service; (f) use any Product, Deliverable, Documentation, Service, or Falcomm IP for any unlawful purpose or in violation of these Terms or the applicable Transaction Documents; or (g) use any Product, Deliverable, Documentation, Service, or Falcomm IP after expiration or termination of the applicable Transaction Documents or any license or other right granted under them.

8.13. Legal Exceptions. This Section applies to the maximum extent permitted by Law. To the extent any Law prohibits or limits any restriction, Customer must provide Falcomm advance written notice, limit its activity to the minimum legally required, and cooperate with Falcomm to protect Falcomm IP.

9. Intellectual Property

9.1. Falcomm Ownership. Falcomm owns and retains all right, title, and interest in and to the Falcomm IP and Background Technology. Customer receives only the limited rights expressly granted in these Terms or in the applicable Transaction Documents.

9.2. Products, Deliverables, and Related Technology. Unless the applicable Transaction Documents expressly provide otherwise, Falcomm owns all right, title, and interest in and to the Products, Deliverables, Documentation, Falcomm IP, Background Technology, and all related Intellectual Property Rights, including all improvements, modifications, enhancements, derivative works, adaptations,

optimizations, know-how, designs, architectures, circuit topologies, libraries, models, simulations, processes, tools, methodologies, inventions, mask works, and other technology developed, used, created, or learned by Falcomm in connection with the Products, Deliverables, or Services. The foregoing remains owned by Falcomm even if created during performance, funded by Customer, based on Customer feedback, or requested, reviewed, or approved by Customer. No Product, Deliverable, Service, software, documentation, design, invention, mask work, or other work product is a “work made for hire,” and no ownership transfers to Customer, unless the applicable Transaction Documents expressly state otherwise in a provision specifically addressing ownership. For clarity, any product development agreement, custom development agreement, SOW, or other Transaction Document that expressly grants Customer ownership of specified Deliverables will control with respect to those Deliverables.

9.3. Limited License. Subject to Customer’s full payment and compliance with these Terms and the applicable Transaction Documents, Falcomm grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Products, Deliverables, Documentation, and any embedded Background Technology solely as necessary for the purposes expressly authorized in the applicable Transaction Documents. Customer may use embedded Background Technology only as incorporated in, and as necessary to use, the applicable Product or Deliverable. No ownership or standalone rights in Background Technology transfer to Customer.

9.4. No Implied Rights. Except for the limited rights expressly granted in these Terms or the applicable Transaction Documents, no license, ownership interest, or other right is granted to Customer by implication, estoppel, exhaustion, or otherwise under any Intellectual Property Rights of Falcomm or any third party. Falcomm reserves all rights not expressly granted.

9.5. Customer Materials License. Customer retains ownership of Customer Materials. Customer grants Falcomm a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, process, display, perform, distribute, and create derivative works of Customer Materials as reasonably necessary to perform the Services, provide the Products and Deliverables, exercise Falcomm’s rights, and comply with Falcomm’s obligations under these Terms and the applicable Transaction Documents.

9.6. Customer-Requested Modifications. Unless the applicable Transaction Documents expressly provide otherwise, all improvements, modifications, enhancements, derivative works, adaptations, optimizations, and other changes to Falcomm IP, whether requested, funded, reviewed, or approved by Customer, remain part of the Falcomm IP and are owned exclusively by Falcomm. Customer receives only the licenses expressly granted under the applicable Transaction Documents.

9.7. Third-Party Technology. Products and Deliverables may include or depend on third-party foundry, process, PDK, EDA, packaging, testing, software, firmware, materials, supplier, or other third-party technology. No rights in third-party technology are transferred to Customer except to the extent expressly permitted by the applicable third-party license. Customer must comply with any third-party restrictions that Falcomm identifies in writing.

9.8. Feedback. Falcomm has no obligation to use any Feedback. If Customer provides Feedback, Customer grants Falcomm a perpetual, irrevocable, worldwide, royalty-free, fully paid, transferable, sublicensable license to use, reproduce, modify, distribute, commercialize, and otherwise exploit the Feedback for any purpose without restriction or obligation to Customer. Falcomm’s use of Feedback must not disclose Customer Confidential Information except as permitted under these Terms.

10. Confidentiality

10.1. Use and Protection. The Receiving Party may use Confidential Information only to perform its obligations or exercise its rights under these Terms or the applicable Transaction Documents. The Receiving Party must protect Confidential Information using at least reasonable care and no less care than it uses to protect its own similar confidential information. The Receiving Party may disclose Confidential Information only to its Representatives, contractors, foundries, suppliers, service providers, and advisors who need to know the information for purposes of these Terms or the applicable Transaction Documents and are bound by confidentiality obligations at least as protective as those in these Terms. The Receiving Party is responsible for any breach of this Section 10 by any person or entity to whom it discloses Confidential Information.

10.2. Required Disclosures. The Receiving Party may disclose Confidential Information to the extent required by law, subpoena, court order, or governmental order, provided that, where legally permitted, the Receiving Party gives prompt written notice to the Disclosing Party and reasonably cooperates, at the Disclosing Party's expense, to limit the disclosure or obtain confidential treatment.

10.3. Return or Destruction. Upon request, the Receiving Party must return or destroy the Disclosing Party's Confidential Information. The Receiving Party may retain archival copies required by law, regulation, or bona fide document-retention policies, and copies maintained in ordinary-course backup systems, provided that such Confidential Information remains subject to these Terms.

10.4. Equitable Relief. Unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. The Disclosing Party may seek injunctive or other equitable relief without posting bond, to the extent permitted by law.

10.5. Survival. This Section 10 survives for five years after expiration or termination of the applicable Transaction Document, except that confidentiality obligations with respect to trade secrets remain protected for as long as they remain trade secrets under applicable law and confidentiality obligations with respect to technical information and proprietary technology information, including information relating to Falcomm IP, survive for so long as such information remains confidential and not generally known to the public.

10.6. Existing NDAs. If the Parties entered into a separate nondisclosure agreement before an Order, that agreement continues to govern Confidential Information disclosed under it according to its terms. Confidential Information disclosed under or in connection with these Terms or any applicable Transaction Document is governed by this Section 10 unless a signed written agreement between the Parties expressly provides otherwise. If both this Section 10 and a separate nondisclosure agreement apply to the same Confidential Information, the Receiving Party must comply with the more protective obligation. These Terms continue to govern ownership, licenses, ordering, payment, warranties, remedies, liability, and other transaction terms unless a signed written agreement expressly supersedes or modifies them.

11. Data, Security, and Regulated Information

11.1. Regulated Data. Customer must identify in the applicable Transaction Document any personal information, protected health information, payment card data, controlled unclassified information, classified information, ITAR-controlled technical data, EAR-controlled technical data, government-furnished information, or other regulated or sensitive data that Customer expects to provide Falcomm. Customer may provide such data only as authorized in the applicable Transaction Document and in

accordance with all required data-processing, security, export-control, and compliance terms. If Customer provides any such data without authorization, Falcomm may reject, delete, return, isolate, or suspend processing of the data, and Customer remains responsible for all resulting obligations, costs, and compliance requirements.

11.2. Handling of Regulated Data. To the extent Falcomm receives regulated or sensitive data as authorized under the applicable Transaction Documents, Falcomm will handle such data in accordance with the applicable Transaction Documents and applicable law. Any data-processing, security, access-control, storage, transmission, export-control, flow-down, incident-notice, or other requirements specific to such data must be set forth in the applicable Transaction Documents.

11.3. Customer Systems. Customer is solely responsible for its systems, networks, devices, credentials, integrations, configurations, security controls, data, End Products, and third-party services. Falcomm is not responsible for any issue, loss, delay, vulnerability, incident, or nonconformity arising from or relating to those items.

11.4. Security Vulnerability Handling. Customer must promptly notify Falcomm in writing of any suspected or confirmed security vulnerability, cybersecurity incident, unauthorized access, malware, exploit, weakness, or similar issue involving any Product, Deliverable, Software, Documentation, or Falcomm IP. The notice must include reasonable detail and any information Falcomm reasonably needs to assess the issue. Falcomm may investigate reported issues and may provide patches, updates, workarounds, mitigations, instructions, or other information in its discretion. Customer is responsible for promptly implementing all applicable patches, updates, workarounds, mitigations, instructions, access controls, and security measures. Customer may not publicly disclose any suspected or confirmed vulnerability involving any Product, Deliverable, Software, Documentation, or Falcomm IP without Falcomm's prior written consent, unless disclosure is required by law. If disclosure is legally required, Customer must give Falcomm prompt prior notice, where legally permitted, and reasonably cooperate with Falcomm to limit disclosure and reduce security risk. Any patch, update, workaround, mitigation, instruction, investigation, or other response by Falcomm is not an admission of defect, fault, breach, or liability.

12. Compliance, Export Controls, and Sanctions

12.1. General Compliance. Each Party must comply with Laws applicable to its performance under these Terms. Customer is responsible for all Laws and requirements applicable to Customer Materials, End Products, Customer's industry, sites, customers, and Customer's use, import, export, re-export, transfer, deployment, sale, distribution, or other disposition of Products or Deliverables, including any downstream activity expressly permitted by Falcomm in the applicable Transaction Documents.

12.2. Government Contracts and Flow-Down Terms. Customer must notify Falcomm before placing Orders related to a government contract, subcontract, grant, cooperative agreement, government-funded program, priority-rated order, controlled unclassified information, classified information, or other government requirement. No FAR, DFARS, agency-specific clause, priority-rating requirement, domestic-preference requirement, cybersecurity requirement, audit right, records-retention requirement, cost-accounting requirement, pricing requirement, most-favored-customer requirement, socioeconomic requirement, equal-opportunity requirement, or other government-contract or flow-down term applies unless Falcomm expressly accepts such term in a signed writing. Customer must not identify Falcomm as a government contractor or subcontractor, submit certifications on Falcomm's behalf, or commit Falcomm to any government-contract requirement without Falcomm's written consent. Nothing in this Section limits obligations imposed on Falcomm by any Law independent of Customer's documents or requirements.

12.3. Export Controls. Customer must comply with Export Control Laws and may not export, re-export, transfer, release, disclose, or make available any Product, Deliverable, technical data, software, Documentation, or Falcomm IP in violation of such Laws.

12.4. Restricted Parties and End Uses. Customer represents and warrants that it is not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive sanctions or embargoes, and is not listed on any restricted-party list maintained by the United States, United Kingdom, European Union, United Nations, or other applicable authority. Customer must not, directly or indirectly, use, export, re-export, transfer, provide, or make available any Product, Service, Deliverable, Documentation, software, technical data, or Falcomm IP in violation of Export Control Laws or for any prohibited end use, prohibited end user, or restricted destination.

12.5. End-Use Information. Customer must provide accurate end-user, end-use, destination, consignee, shipping, customs, and trade-compliance information reasonably requested by Falcomm. Falcomm may suspend, delay, cancel, or refuse performance, shipment, delivery, support, or other obligations without liability if Customer fails to provide requested information or if Falcomm reasonably determines that performance may violate export-control, sanctions, customs, anti-bribery, anti-boycott, or other applicable legal requirements.

12.6. Anti-Bribery and Anti-Boycott. Customer must comply with all applicable anti-bribery, anti-corruption, and anti-boycott laws in connection with these Terms, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, to the extent applicable. Customer must not request that Falcomm comply with, or take any action in furtherance of, any boycott not recognized by the United States.

13. Limited Warranties, Disclaimers, and Exclusive Remedies

13.1. Services Warranty. Falcomm warrants that Services will be performed in a professional and competent manner by personnel with appropriate skill and experience.

13.2. Product Warranty. Unless a Transaction Document states otherwise, Falcomm warrants that the Products it supplies will materially conform to the applicable Specifications at shipment and during the applicable warranty period. The warranty period is: (a) 30 days after shipment for unassembled semiconductor devices supplied in die form; and (b) 12 months after shipment for finished, packaged Products. Prototypes, engineering samples, test products, beta items, pilots, Evaluation Items, and other non-production Products or Deliverables are provided “as is” and without warranty unless an Order expressly states otherwise.

13.3. Warranty Claims. Customer must notify Falcomm in writing of any warranty claim within the applicable warranty period. The notice must describe the claimed nonconformity in reasonable detail and include available supporting information. No warranty claim may be brought more than one year after the claim accrues.

13.4. Exclusive Remedy. Falcomm’s sole obligation, and Customer’s sole and exclusive remedy, for any breach of warranty is, at Falcomm’s option, to repair, replace, rework, correct, reperform, credit, or refund the fees paid for the nonconforming Product, Deliverable, or Service. Any repaired, replaced, or reworked Product is warranted for the remainder of the original warranty period or six months after redelivery, whichever is longer. Falcomm may perform or arrange any repair, replacement, rework, correction, or reperformance through its foundries, suppliers, subcontractors, or other service providers. Customer must reasonably cooperate with Falcomm’s warranty review and failure analysis, including by

preserving and returning affected Products and providing relevant test data, handling information, and other information reasonably requested by Falcomm. Nothing in these Terms limits Falcomm's rights or remedies against any foundry, supplier, subcontractor, or other third party.

13.5. Third-Party Items. Third-party products, software, materials, and services are warranted only to the extent the third party provides a warranty that Falcomm may pass through to Customer.

13.6. Exclusions. Falcomm has no warranty obligation to the extent a claim arises from: (a) Customer Materials; (b) Specifications, designs, instructions, or requirements provided or approved by Customer; (c) misuse, abuse, negligence, accident, improper storage, improper installation, or improper maintenance; (d) modification, repair, integration, testing, qualification, or handling not performed by or on behalf of Falcomm; (e) use with products, systems, software, equipment, components, materials, or data not supplied by Falcomm; (f) normal wear and tear; (g) failure to follow Documentation or Falcomm instructions; (h) prototypes, samples, beta items, pilots, Evaluation Items, or other non-production Products or Deliverables; (i) continued use after Customer knows or should know of a problem; or (j) Customer's failure to implement updates, corrections, or mitigations made available by Falcomm.

13.7. No System-Level Warranty. Customer is solely responsible for selecting Products, Services, and Deliverables suitable for Customer's intended use and for Customer's products, systems, payloads, applications, integrations, qualifications, regulatory approvals, mission requirements, and end uses. Falcomm does not warrant that any Product, Deliverable, or Service will meet Customer's system-level requirements or achieve any launch, mission, satellite, payload, commercial, regulatory, safety, operational, or other objective.

13.8. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THESE TERMS, FALCOMM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. FALCOMM DOES NOT WARRANT THAT ANY PRODUCT, DELIVERABLE, SERVICE, SOFTWARE, OR FALCOMM IP WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, COMPATIBLE WITH CUSTOMER SYSTEMS, OR SUITABLE FOR CUSTOMER'S INTENDED USE, END PRODUCT, OR REGULATORY REQUIREMENTS.

14. End Products, Customer Systems, and Field Actions

14.1. Customer Responsibility. Customer is solely responsible for the design, manufacture, integration, testing, validation, qualification, certification, labeling, sale, distribution, support, maintenance, safety, cybersecurity, regulatory compliance, and performance of each End Product and Customer system. Before using any Product or Deliverable in production or incorporating it into an End Product, Customer must test and validate it under actual and reasonably foreseeable operating conditions. Customer may not rely on Falcomm's testing as a substitute for Customer's system-level testing, validation, qualification, or certification unless the applicable Transaction Document expressly states otherwise.

14.2. No System-Level Responsibility. Unless the applicable Transaction Document expressly states otherwise, Falcomm is not responsible for the design, performance, safety, compliance, uptime, security, reliability, certification, sale, support, maintenance, or other aspects of any End Product or Customer system.

14.3. Warnings, Safety Incidents, and Field Actions. Customer is responsible for all End Product and Customer-system warnings, instructions, manuals, labels, safety notices, service instructions, maintenance instructions, training materials, safety incidents, recalls, corrections, and field actions. Customer must promptly notify Falcomm in writing of any event, complaint, claim, test result, failure, injury, property damage, cybersecurity vulnerability, regulatory inquiry, recall, correction, field action, or other information that may indicate a safety, compliance, quality, security, or recall issue involving any Product. Unless the applicable Transaction Document states otherwise, Customer controls all field actions involving End Products or Customer systems, and Falcomm controls all field actions involving Products sold by Falcomm as standalone products under Falcomm's own name.

14.4. Field Action Costs. Customer is responsible for all field action costs to the extent arising from or relating to End Products, Customer systems, Customer Materials, Specifications provided, approved, or directed by Customer, Customer's design, integration, instructions, misuse, failure to follow Documentation, modifications, regulatory obligations, or breach of these Terms. Falcomm is responsible for field action costs only to the extent they are finally determined to arise directly from Falcomm's breach of the applicable express Product warranty and are not otherwise excluded or limited by these Terms.

14.5. Failure of End Products or Systems. WITHOUT LIMITING ANY OTHER LIMITATION OF LIABILITY IN THESE TERMS, FALCOMM WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST GOODWILL, LOST DATA, RECALL COSTS, FIELD SERVICE COSTS, COVER COSTS, DOWNTIME, CUSTOMER CLAIMS, END-USER CLAIMS, OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO ANY FAILURE, MALFUNCTION, NONPERFORMANCE, SECURITY INCIDENT, OR RECALL OF ANY END PRODUCT OR CUSTOMER SYSTEM.

15. Indemnification

15.1. Customer Indemnity. Customer must defend, indemnify, and hold harmless Falcomm, its Affiliates, and their respective officers, directors, employees, contractors, suppliers, subcontractors, agents, and representatives from and against all third-party claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) Customer Materials; (b) Specifications, designs, instructions, requirements, data, or information provided, approved, or directed by Customer; (c) Customer's breach of these Terms or any Order; (d) Customer's violation of law; (e) Customer's use, handling, storage, integration, testing, qualification, deployment, launch, operation, support, import, export, or other disposition of Products, Deliverables, Services, or End Products, including any sale, distribution, or other downstream activity authorized in the applicable Order; (f) any End Product or Customer system; (g) any product-liability, personal-injury, property-damage, recall, field-action, warning, labeling, cybersecurity, regulatory, or compliance claim involving Customer, an End Product, or Customer's use of Products, Deliverables, or Services; (h) Customer's unauthorized use or disclosure of Falcomm IP or Confidential Information; or (i) Customer's combination of Products or Deliverables with products, systems, software, equipment, components, materials, data, or services not supplied by Falcomm.

15.2. Falcomm Indemnity. Falcomm has no obligation to defend or indemnify Customer for any infringement, misappropriation, or other intellectual-property claim unless the applicable Order expressly includes an intellectual-property indemnity from Falcomm. If such an indemnity is included, Falcomm will defend Customer against a third-party claim alleging that a Product or Deliverable supplied by Falcomm infringes a U.S. patent, copyright, or trademark, and will pay damages finally awarded against Customer for that claim, subject to the exclusions, remedies, and procedures in this Section 15. Notwithstanding the

foregoing, Falcomm has no obligation for any infringement, misappropriation, or other intellectual-property claim to the extent arising from: (a) Customer Materials; (b) Specifications, designs, instructions, requirements, data, or information provided, approved, or directed by Customer; (c) modifications not made by or on behalf of Falcomm; (d) use outside the permitted scope; (e) combination with products, systems, software, equipment, components, materials, data, or services not supplied by Falcomm; (f) continued use after Falcomm provides a reasonable workaround or requests that Customer stop use; (g) open-source or other third-party materials; or (h) any End Product or Customer system.

15.3. IP Remedies. If a Product or Deliverable becomes, or in Falcomm's opinion may become, subject to an infringement or misappropriation claim, Falcomm may, at its option: (a) obtain the right for Customer to continue using it; (b) modify it to make it non-infringing; (c) replace it with a materially equivalent non-infringing item; or (d) terminate Customer's right to use it and refund the unused portion of prepaid fees for the affected item. This Section states Falcomm's entire obligation and Customer's sole and exclusive remedy for any infringement, misappropriation, or other intellectual-property claim. This Section states Falcomm's entire obligation and Customer's exclusive remedy for any infringement or misappropriation claim.

15.4. Indemnification Procedure. The indemnified Party must promptly notify the indemnifying Party of the claim, provide reasonable cooperation, and allow the indemnifying Party to control the defense and settlement using counsel reasonably acceptable to the indemnified Party. Failure to provide prompt notice relieves the indemnifying Party only to the extent prejudiced by the delay. The indemnifying Party may not settle any claim in a manner that admits fault by the indemnified Party or imposes non-monetary obligations, restrictions, or unreimbursed payment obligations on the indemnified Party without the indemnified Party's prior written consent.

16. Limitation of Liability

16.1. Damages Exclusion. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FALCOMM WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES; LOST PROFITS; LOST REVENUE; LOST SAVINGS; LOST BUSINESS; LOSS OF GOODWILL; LOSS OR CORRUPTION OF DATA; BUSINESS INTERRUPTION; DOWNTIME; COVER; COSTS OF SUBSTITUTE PRODUCTS OR SERVICES; RECALL COSTS; FIELD SERVICE COSTS; MISSION FAILURE DAMAGES; LAUNCH DELAY DAMAGES; REPLACEMENT SYSTEM COSTS; CUSTOMER CLAIMS; END-USER CLAIMS; PASS-THROUGH CLAIMS; OR OTHER CUSTOMER OR SYSTEM-LEVEL LOSSES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE DAMAGES WERE FORESEEABLE OR FALCOMM WAS ADVISED OF THEIR POSSIBILITY.

16.2. Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FALCOMM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY CLAIM OR SERIES OF RELATED CLAIMS UNDER THE SAME TRANSACTION DOCUMENT WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO FALCOMM FOR THE PRODUCTS, DELIVERABLES, OR SERVICES GIVING RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

16.3. Exceptions. The limitations in this Section 16 do not limit Customer's payment obligations, cancellation or rescheduling obligations, obligations relating to unauthorized use or disclosure of Falcomm IP, confidentiality obligations, or indemnification obligations.

16.4. No Expansion of Remedies. Nothing in this Section 16 expands Falcomm's obligations, liability, or remedies beyond those expressly stated in these Terms.

17. Termination

17.1. Termination for Nonpayment. Falcomm may terminate any Order or Transaction Document if Customer fails to pay any amount when due and does not cure the failure within 10 days after written notice.

17.2. Termination for Breach. Either Party may terminate any Order or Transaction Document if the other Party materially breaches these Terms or the applicable Order or Transaction Document and fails to cure the breach within 30 days after written notice. No cure period applies if the breach cannot reasonably be cured.

17.3. Immediate Termination by Falcomm. Falcomm may terminate any Order or Transaction Document immediately upon notice if Customer: (a) materially breaches any provision relating to permitted use, reverse engineering, intellectual property, confidentiality, export compliance, or use restrictions; (b) uses any Product, Deliverable, Service, Documentation, or Falcomm IP outside the permitted scope; (c) becomes insolvent, makes an assignment for the benefit of creditors, seeks bankruptcy protection, stops doing business, or becomes subject to similar proceedings; (d) undergoes a change of control to a Falcomm competitor; or (e) creates legal, regulatory, safety, security, or reputational risk for Falcomm.

17.4. Effect of Termination. Upon expiration or termination of an Order, Falcomm may stop performance under that Order, and Customer must pay all amounts due or incurred, including cancellation, rescheduling, work-in-process, inventory, supplier, and non-cancellable commitment charges. Expiration or termination of one Order does not terminate any other Order unless the termination notice expressly states otherwise. Upon request, Customer must return or destroy Falcomm Confidential Information, Falcomm property, Evaluation Items, loaned items, and any Products, Deliverables, Software, Documentation, or Falcomm IP for which Customer's use rights have expired or terminated, and certify compliance to Falcomm.

17.5. Post-Termination Use. Unless the applicable Transaction Documents state otherwise, Customer may continue using Products delivered and fully paid for before expiration or termination, subject to these Terms and the applicable Transaction Documents. This right applies only to Products lawfully purchased from Falcomm and not to Evaluation Items, loaned items, unpaid Products, recalled Products, or Products subject to return, destruction, or termination of use. Customer may continue using Software, Documentation, and Deliverables after expiration or termination to the extent necessary to use Products or Deliverables that Customer is authorized to continue using, only if Customer has paid all amounts due, and only if the applicable license survives. No license survives if the applicable Transaction Documents state that it terminates, if Customer fails to pay amounts due, or if the item was provided only for evaluation, testing, or temporary use. All continued use remains subject to all applicable license restrictions, confidentiality obligations, use restrictions, export-control obligations, and other surviving terms.

17.6. Survival. Any provision that by its nature or terms should survive expiration or termination will survive, including provisions relating to payment, taxes, cancellation, confidentiality, intellectual property, Software restrictions, use restrictions, export compliance, warranty disclaimers, indemnification, limitation of liability, dispute resolution, governing law, and post-termination use.

18. General Terms

18.1. Affiliates and Downstream Recipients. Customer is responsible for the acts and omissions of its Affiliates, personnel, contractors, distributors, resellers, end customers, and any other person or entity that receives Products, Services, Deliverables, Falcomm IP, or Confidential Information through Customer, as if they were Customer's own acts or omissions.

18.2. Allocation. If Products, materials, components, supplier resources, capacity, logistics, or other inputs are limited, Falcomm may allocate available supply and resources among Customer, other customers, and Falcomm's internal needs in any fair and reasonable manner.

18.3. Amendments. Except for updates under Section 18.7, any Order or other Transaction Document may be amended only by a writing signed by authorized representatives of both Parties. No Purchase Order, portal term, invoice instruction, online term, or other Customer document modifies these Terms, any Order, or any Transaction Document unless Falcomm expressly accepts the modification in a signed writing.

18.4. Assignment. Customer may not assign any Order, Transaction Document, these Terms, or any rights or obligations under them without Falcomm's prior written consent. Any attempted assignment without required consent is void. Falcomm may assign any Order, Transaction Document, or these Terms to an Affiliate or in connection with any merger, reorganization, sale of assets, sale of equity, financing, or other corporate transaction.

18.5. Customer Agreement to These Terms. Customer agrees to these Terms by placing a Purchase Order based on a Falcomm quote, accepting a Falcomm quote, paying a Falcomm invoice, accepting delivery of Products, or otherwise purchasing Products from Falcomm. These Terms apply to each such Purchase Order, quote, invoice, delivery, and purchase unless Falcomm and Customer agree otherwise in a written agreement signed by both Parties that expressly supersedes or modifies these Terms.

18.6. Dispute Resolution. Except as provided below, any dispute, claim, or controversy arising out of or relating to these Terms or any Transaction Document, including any issue of existence, validity, interpretation, breach, termination, or enforceability, will be resolved by binding arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules. The arbitration will be conducted by one arbitrator in Fulton County, Georgia, in English. The arbitrator may award any remedy available under applicable law, except to the extent limited by these Terms, and judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, Falcomm may seek injunctive or other equitable relief, or bring any action involving the protection, enforcement, or misuse of its Intellectual Property Rights, Confidential Information, license rights, or use restrictions, in any court of competent jurisdiction without first arbitrating. Either Party may seek judicial relief to compel arbitration or enforce an award. For permitted court proceedings other than actions Falcomm brings in another court of competent jurisdiction under the preceding sentence, the Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Fulton County, Georgia.

18.7. Effective Date. These Terms are effective as of the Effective Date stated above and may be updated by Falcomm from time to time. Falcomm makes an updated version effective by publishing it on Falcomm's website and identifying its effective date. The updated version applies to each quote issued by Falcomm, Purchase Order submitted by Customer, Order accepted by Falcomm, Transaction Document entered into, and purchase of Products, Deliverables, or Services made on or after the updated version's effective date, unless the Parties agree otherwise in a written agreement signed by both Parties. The version

of these Terms that applies to an accepted Order continues to govern that Order unless the Parties agree otherwise in a written agreement signed by both Parties.

18.8. Force Majeure. Falcomm is not liable for, or deemed in breach due to, any delay or failure to perform caused by events beyond its reasonable control, including acts of God, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, labor disruptions, supply shortages, materials shortages, transportation disruptions, cyberattacks, power outages, telecommunications failures, government action, changes in law, sanctions, embargoes, fire, flood, explosion, or inability to obtain supplies, labor, permits, foundry capacity, packaging, testing, logistics, or transportation. Falcomm will use commercially reasonable efforts to mitigate the effects of a force majeure event. If a force majeure event prevents performance for more than 60 consecutive days, Falcomm may terminate the Order without liability.

18.9. Governing Law. Georgia law governs these Terms and all disputes arising out of or relating to these Terms or any Transaction Document, without regard to conflict-of-law rules that would require the application of another jurisdiction's law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.10. Notices. Notices must be in writing and delivered by personal delivery, nationally recognized courier, certified mail, or email if the receiving Party has designated an email address for notices. Notices of breach, termination, indemnity claims, or legal claims must also be sent to the legal notice address identified in the applicable Transaction Document or otherwise provided by notice.

18.11. Independent Contractors. The Parties are independent contractors. These Terms do not create any partnership, joint venture, agency, franchise, employment, fiduciary, exclusive, or similar relationship. Neither Party may bind the other or act on the other's behalf without prior written authorization.

18.12. Insurance. Customer must maintain, at its expense, commercially appropriate insurance for its business, operations, products, systems, End Products, use of Products and Deliverables, performance under these Terms, and obligations under the applicable Transaction Documents, including indemnity obligations. Coverage must be issued by reputable insurers and be appropriate for the nature and level of risk, including product liability, commercial operations, cybersecurity, technology or professional services, regulated uses, and high-risk uses, as applicable. Upon Falcomm's reasonable request, Customer must provide certificates of insurance or other reasonable evidence of coverage. Customer's insurance does not limit Customer's obligations or liabilities under these Terms or any Transaction Document.

18.13. Interpretation. Headings are for convenience only. "Including" means "including without limitation." "Days" means calendar days unless stated otherwise. References to Laws include amendments, replacements, and implementing regulations.

18.14. Publicity and Use of Names. Neither Party may use the other Party's name, trade name, trademark, logo, or other identifier, or refer to the Parties' relationship, in any press release, public announcement, website, marketing material, customer list, case study, investor material, financing material, social media post, or other public communication without the other Party's prior written consent. A Party may make disclosures required by applicable law or securities-exchange rules if it gives prior notice where legally permitted and uses reasonable efforts to limit the disclosure. A Party may also disclose the existence of the relationship to its attorneys, accountants, auditors, insurers, investors, lenders, advisors, and other Representatives who have a legitimate need to know and are bound by confidentiality obligations or professional duties of confidentiality.

18.15. Severability. If any provision is invalid, illegal, or unenforceable, the remaining provisions remain in effect. The Parties intend that any invalid, illegal, or unenforceable provision be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the Parties' intent.

18.16. No Third-Party Beneficiaries. These Terms benefit only the Parties and their permitted successors and assigns. No other person or entity has any rights under these Terms.

18.17. Waiver. A waiver is effective only if in writing and signed by the waiving Party. A waiver on one occasion is not a waiver on any other occasion or a waiver of any other right or remedy.

18.18. Entire Agreement. For each Order or other transaction, the applicable version of these Terms, together with the applicable Transaction Documents, constitutes the complete and exclusive agreement between the Parties regarding that Order or transaction and supersedes all prior and contemporaneous proposals, negotiations, discussions, and agreements related to that Order or transaction, except to the extent the Parties have signed a separate written agreement that expressly supersedes or modifies these Terms or the applicable Transaction Documents. For purposes of this Section, the applicable version of these Terms is the version determined under Section 18.7.