



SALES AGREEMENT – SERVICE AND/OR GOODS

Terms and Conditions

This sales agreement (the “**Agreement**”) is made between Clearpath Robotics Inc. (“**Buyer**”) and the Vendor, as defined on the purchase order to which this Sales Agreement is attached (the “**Purchase Order**”), for the services and/or goods to be provided by Vendor (the “**Product**”) as detailed in the Buyer’s Purchase Order(s) (as defined below) in accordance with the terms and conditions set forth below.

Vendor shall issue to Buyer a proposal setting out the details of the Product, including price (the “**Proposal**”). Buyer shall accept the Product by issuing the Purchase Order to Vendor. All Proposals and Purchase Orders for the Product shall be governed by the terms and conditions of this Agreement. In case of conflict between this Agreement and a Purchase Order, or between the Proposal and the Purchase Order, the Purchase Order shall govern.

1. DESCRIPTION.

Subject to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Vendor and Vendor hereby agrees to sell and deliver to Buyer the Product as set forth under the Purchase Order. The amount of the purchase price and currency shall be as set forth under the Purchase Order.

2. FEES AND TAXES.

Unless otherwise specified, the purchase price is the total cost and includes any and all applicable taxes, import or export duties, tariffs, and customs charges, and all fees and costs related to patents, permits, royalties, licences, boxing, insurance.

3. PRICES AND PAYMENT.

Vendor shall issue invoices to Buyer on a monthly basis and at the completion of the Product. Unless otherwise specified under Vendor's Proposal or unless reasonably disputed by Buyer, the purchase price shall be paid by Buyer net thirty (30) days from the date of receipt of Vendor's invoice or completion of the Product, whichever is latest.

4. CONFIDENTIALITY AND PROPRIETARY RIGHTS.

During the course of this Agreement, either party may have or may be provided access to the other's confidential information and materials. If Vendor and Buyer have entered into a separate written agreement governing the use and control of each party's confidential information, such written agreement shall control. If no such agreement has been agreed to, each party agrees to maintain such information in confidence and to limit disclosure and use of such information to the extent necessary for the parties to carry out their respective obligations set forth in this Agreement. Vendor shall treat as confidential and shall safeguard all knowledge and information acquired by Vendor from Buyer. Vendor shall not use such information except to fulfil its obligations under this Agreement.

5. WARRANTY.

In addition to other express or implied warranties, Vendor warrants to Buyer that:

- a. the Product shall:
 - I. be provided in a professional and workmanlike manner;
 - II. be in accordance with applicable and reasonable commercial standards;
 - III. comply with any applicable law, rule or regulation;
 - IV. not violate or infringe upon any copyright, trade secret or other contractual, employment or confidentiality right of a third party; and
- b. for a period of one (1) year from the completion of the Product (hereinafter, "Warranty Period") that the Product shall
 - I. be fit for its intended purposes;
 - II. be free from defects;
 - III. comply with any applicable law, rule or regulation in effect at the time of completion of the Product; and
 - IV. not violate or infringe upon any copyright, trade secret or other contractual, employment or confidentiality right of a third party in effect at the time of the completion of the Product.

Vendor shall have no obligation under this Warranty Period with respect to any defect unless it receives notice and description of such defect in the Product within the Warranty Period.

6. INDEMNITY

Vendor agrees to defend, indemnify and hold harmless Buyer from and against all claims, demands, losses, costs, damages, actions, suits or other proceeding by whomever made, filed or prosecuted in any manner arising from the provision of the Product and this Agreement.

7. INSURANCE

Vendor and any subcontractor used by Vendor in connection with this purchase order shall carry, at all times while goods or services are being supplied under this purchase order, adequate comprehensive general liability insurance, adequate comprehensive automobile liability insurance, adequate worker's compensation insurance and adequate errors and omissions insurance. Vendor shall provide Buyer with copies of the relevant insurance policies or certificates of insurance accompanied by a summary of the coverages, deductibles and exclusions upon request.

8. DEFAULT; TERMINATION

- a. Any material breach of this Agreement by either party shall constitute default if the defaulting party has not (1) cured its performance within thirty (30) days after written notice of default is received, or (2) within such thirty (30) day period, presented the non-defaulting party with a reasonably acceptable plan to cure its performance.
- b. Buyer reserves the right to terminate this Agreement for convenience on ten (10) days notice to Vendor, without incurring liability to Vendor except as specifically set out herein. If this Agreement is terminated or cancelled by Buyer prior to the completion of performance by Vendor, Buyer shall as a condition of such cancellation, be obligated to pay Vendor's reasonable costs and expenses incurred or committed prior to the date of such termination or cancellation in respect of all Product completed or provided by Vendor to Buyer. Buyer agrees to pay such termination settlement within fifteen (15) days of receipt of Vendor's invoice.
- c. Vendor's warranties provided hereunder shall survive the termination of this Agreement.

9. INTELLECTUAL PROPERTY.

The parties agree that all drawings, documents, designs, models, inventions, computer programs, computer systems, computer code, data, test plans, computer documentation and other tangible materials authored or prepared by Vendor for the Buyer are the sole and exclusive property of the Buyer and shall be considered works made for hire; provided, however, that the definition of "Works" and the Buyer's ownership shall not extend to and therefore specifically excludes any intellectual property of Vendor or of a third party or to any pre-existing proprietary processes or equipment used to produce the Works and which belong to Vendor or its third party subcontractors, so that specifically, and without limitation, Vendor's existing intellectual property and other tangible and intangible materials that are delivered in connection with the Product that constitute customary modifications or adaptation of Vendor intellectual and will remain the sole property of the Vendor.

10. SEVERANCE.

Should any provision of the Agreement be declared invalid by any tribunal, then such provision shall automatically be revised to the minimum extent necessary to satisfy the requirements for validity as declared at such time in a manner calculated to lead to the same economic effect as the original terms of the Agreement.

11. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of Ontario, Canada, without regard to any conflicts of laws principles and each party submits to the jurisdiction of the courts of the Province of Ontario.

12. CHANGES.

Buyer may, at any time, request changes or additions within the general scope of this Agreement for consideration by Vendor. If any such change causes any increases or decrease in the cost or schedule, Vendor shall notify Buyer in writing and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the Agreement. Vendor shall not be required to proceed with a change order unless agreed upon in writing by a duly authorized representative of the Buyer and Vendor.

13. INDEPENDENT CONTRACTORS.

The parties are independent contractors of one another. Nothing herein shall be deemed to create any relationship of agency, partnership or joint venture between the parties.

14. NO WAIVER.

The waiver of a breach or default under this Agreement shall not be interpreted to constitute waiver of any subsequent breach or default, and shall not act to amend or negate the rights of the parties.

15. ENTIRE AGREEMENT.

This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter hereof and is intended by the parties as the complete and exclusive statement of the terms of the Agreement between the parties and shall take precedence over any term or condition appearing in any purchase or other order or similar document placed by the Buyer with Vendor. This Agreement shall not be modified, except by written agreement signed by both of the parties hereto. The terms and conditions of this Agreement shall apply notwithstanding different terms and conditions or any ordering document or other form submitted by the Buyer, which terms shall be void and no effect.