

CONTRACT TO SELL

This Contract (hereafter "Contract") is made between **Altoros LLC**, a company established and existing under the laws of Commonwealth of Puerto Rico, having its registered office at 1607 Ponce de Leon Avenue, GM-06, SAN JUAN, PR, 00909 (hereinafter referred to as "**Altoros**" or "**we**") and you (hereinafter referred to as "**Customer**" or "**you**"), also referred below individually as "Party" and together as "Parties."

Altoros and Customer respectively agree to the following:

1. DEFINITIONS

1.1. "**Altoros product**" or "**Product**" - a camera with two lenses—thermal and visible-light. As for thermal calibration, the camera uses a blackbody calibration device that maintains a customizable constant temperature as a reference point for the thermal camera. Parameters: ≤ 50 mK thermal sensitivity, $\pm 0.3^\circ$ C temperature measurement variance (with blackbody), as well as FTP and MicroSD edge storage support. The detailed description of the [Product](#) may be provided on an ad hoc basis and upon your request.

1.2. "**Ancillary Services**" - under this Contract, Altoros provides an ancillary service in regard to the Product specified above, inter alia consulting and support services regarding the Product specified in the Contract below.

2. PURCHASE OF PRODUCTS

2.1. Upon the Customer's request, Altoros shall deliver the Product as set out in the order placed under the term of this Contract to Altoros.

2.2. Altoros shall provide the Customer with the technical information and material in regard to the Product. Altoros shall provide the Customer with the related documentation of third-party equipment used in the Product submitted by the original producer.

2.3. Altoros represents and warrants that the development of the Product at the time of this Contract may not have been completed.

3. ORDERS

3.1. Each purchase and sale between Altoros and the Customer shall be evidenced by an order placed by the Customer ("Order" or in plural "Orders") to Altoros in accordance with the terms and conditions of this Contract.

3.2. Orders shall be placed by the Customer to Altoros in writing (including, without limitation, by e-mail, fax, letter, via website or another online system, etc). Each Order shall contain:

- (a) the Product and the quantity of each Product ordered by the Customer,
- (b) the price of the Product,
- (c) and the destination (address) of delivery ("Destination of Delivery").

4. ANCILLARY SERVICES

4.1. Under this Contract, Altoros shall provide the Customer with the following ancillary services related to the Product:

- Consulting services related to the Product (including, but not limited to, the Product installation, integration, connection with the Customer's systems, etc.).
- Support services related to the Product, including Product's updates, etc. Support Services shall be provided by Altoros within one (1) year from the date of Product Delivery.

5. PRICE

5.1. The price ("Price") for the Product is based on the cost of the Product specified on [the Altoros's website](#). The cost for ancillary services under this Contract is included in the Price.

5.2. The Price does not include the cost of Product Delivery. The cost of Product Delivery depending on the destination of Product Delivery—as determined in the Order—shall be paid by the Customer and will be invoiced upon shipment.

5.3. The Price does not include any taxes. All or any taxes (if applicable) shall be paid by the Customer (will be specified in the invoice).

5.4. Altoros reserves the right to change the Price no later than two (2) weeks before the Product delivery date. In such a case, Altoros will provide the Customer with a written notice. Upon this circumstance, the Customer shall have a right to get a refund of the payment made to Altoros within 10 business days from the date Altoros provides you with a written notice of a price change.

6. INVOICING AND PAYMENT

6.1. The Customer shall make payment for the Product delivery equal to the Price specified in Section 5.1. of the Contract multiplied by the amount of Product units the Customer wishes to purchase. This payment entitles a priority for the Product delivery date.

6.2. Altoros accepts the following payment methods: a credit card, PayPal, or Altoros may issue an invoice.

6.3. If there are any questions regarding the Price, the payment to be made, or any problems with the payment, please contact us via an e-mail to engineering@altoros.com.

7. DELIVERY AND STOCK

7.1. The final delivery date of the Product will be further agreed since the delivery date depends on the amount of Product units the Customer wishes to purchase under the Order.

7.2. General terms for the Product Delivery equal to six (6) calendar weeks from the date of the Order. Hereby, the Customer acknowledges and agrees that it may take more than six (6) weeks from the Order. The provided general terms represent only an estimate and may be subject to change. Altoros does not represent or warrant that the Product will be ready for delivery within the estimated time specified in this Section. Altoros provided this estimation only for the Customer's convenience. As a result, in the event of a delay, Altoros is not responsible for any damages that may occur due to the delay, nor shall it be obligated to provide any discounts, refunds, or credits due to any such delays.

7.3. Altoros shall forthwith give notice to the Customer of any likely delay in the delivery of which it becomes aware and shall provide the Customer with prompt and reasonable notice of the rescheduled delivery date.

7.4. Altoros reserves the right to reject the Order and/or Product delivery no later than two (2) weeks before the Product delivery date. In such a case, Altoros will refund the payment received from you within 10 business days from the date we provide you with our written rejection notice.

7.5. Customers who paid first for the Products shall have a priority in the Product Delivery against the Orders made priorly, but which have not been paid.

7.6. Any delivery of the Product and/or performance of the Services will be executed at specified location in the Order and shall be accompanied by proof of delivery in which it mentions the number of the Order, the number of items, description, the number of items purchased and delivered, the country of origin, and other obligatory information.

8. THIRD-PARTY EQUIPMENT

8.1. Under this Contract, Altoros reserves the right to use third-party equipment for the Product and/or Services. The cost of third-party equipment is included in the Price. Hereby, Altoros warrants that any

and all guarantee terms of third-party equipment used herein shall be carried out by the original producer (or reseller) of the third-party equipment. As a result, in the event of any breakage appeared in the use of third-party equipment, etc. Altoros is not responsible for that, as well as for any damages that may occur due to that, nor shall it be obligated to provide any discounts, refunds, or credits due to any such circumstances under this terms. Title and all the risks of loss or damage to the Products shall pass from Altoros to the Customer when the Products are delivered.

9. INTELLECTUAL PROPERTY

9.1. Any intellectual property rights of the Products or any deliverables produced within the service delivery under this Contract shall be the exclusive property of Altoros.

9.2 Altoros hereby does and will assign to the Customer a right to use the Product within one (1) year from the delivery date of Product only according to its main purpose and according to technical specifications provided by Altoros, and upon receipt of the Price payment in full by Altoros. Hereby, Altoros grants the Customer a non-exclusive, royalty-free, non-transferable, revocable, worldwide, paid-up license (without the right to sublicense) to use for one (1) year according to its main purpose and according to technical specifications provided by Altoros.

10. EFFECTIVE DATE

10.1. This Contract becomes effective when we receive the payment according to Section 5 of this Contract. Once this Contract becomes effective, you will be placed on our pre-order list with the priority of Product delivery.

11. FORCE MAJEURE

11.1. In this Section, "Force Majeure" shall mean any event beyond the reasonable control of the Customer or Altoros, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, but not be limited to, war, insurrection, riot, civil unrest, sabotage, boycott, embargo, explosion, fire, earthquake, flood, unavoidable accident, epidemic, pandemic, act of God, action or inaction of any governmental official or agency (civil or military), and refusal of any licences or permits, if properly applied for.

11.2. If either Party is prevented from or delayed in performing any of its obligations under this Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such an event and the circumstances thereof within fourteen (14) days after the occurrence of such an event.

11.3. The Party who has given such a notice shall be excused from the performance or punctual performance of its obligations under this Contract for as long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented or delayed. The occurrence of any event of Force Majeure affecting either party shall not give rise to any claim for damages or additional costs and expenses suffered or incurred by reason of Force Majeure.

11.4. If the performance of the work by the Customer is substantially prevented or is delayed for an aggregate period of more than sixty (60) days on account of a single or more events of Force Majeure during the currency of this Contract, the Customer and/or Altoros may terminate this Contract by giving written notice to Altoros and/or Customer as the case may be.

12. MISCELLANEOUS

12.1. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico.

12.2. All disputes between the parties as to the validity, execution, performance, interpretation or termination of this Contract will be submitted to the exclusive jurisdiction of the Courts of the Commonwealth of Puerto Rico.

12.3. Except as otherwise specifically provided herein, neither party may assign this Contract or any of its rights, interests or obligations hereunder without the prior written consent of the other party.

12.4. Unless otherwise provided, when “written”, “writing” and words of similar meaning are used in this Contract, they refer to both paper and electronic forms such as emails, faxes, digital images and copies, and similar electronic versions. A written notice shall be effective if delivered to the email provided by the Customer via Altoros’ website or another online system, except otherwise agreed by the Parties.