
Planetary Systems Corporation (A wholly owned Rocket Lab Subsidiary)
Commercial Terms and Conditions of Sale (Doc. 1001112)

These terms govern all sales of products and services by Planetary Systems Corporation ("PSC") whether made pursuant to oral or written purchase orders. No purchase order shall constitute a contract unless and until acknowledged in writing by PSC.

1. **GOVERNING TERMS.** PSC's acceptance of any purchase order from Customer is subject to the express condition that Customer agrees to these terms, which shall govern unless Customer notifies PSC of any exceptions within five (5) days after their receipt. PSC objects to, and is not bound by, any terms and conditions stated in Customer's acceptance unless explicitly accepted in writing by PSC.
2. **PRICING.** Unless otherwise agreed upon in writing, the pricing contained in PSC's most recent price quote shall apply. Notwithstanding any contrary provision, PSC's prices do not include any shipping, handling, insurance, taxes, duties, tariffs, excises, gross receipts tax, or any other government-imposed charges unless stated otherwise in PSC's offer. Customer shall be responsible for all such additional charges, as applicable. Any changes or updates made before the Contract award, or during the execution period of the Contract, to any applicable documents, such as the Specification, Statement of Work (SOW), and Terms and Conditions on which PSC's price is based shall be specifically and clearly marked and promptly brought to PSC's attention. PSC reserves the right to adjust pricing and/or schedule at any time based on any such changes.
3. **POST AWARD LEGAL REQUIREMENTS.** Post contract award should be updated to, or new US federal law and/or international regulations legally require Rocket Lab to add additional fees to the order, and updates to pricing may occur. These updates to pricing will not include additional margin or profit. Rocket Lab will provide the Buyer with a minimum fifteen (15) day advanced written notice of the legally required update to pricing.
4. **SCHEDULE.** Any delivery and/or performance schedule milestones shall be jointly documented in the Customer's purchase order and PSC's order acknowledgment. In the event of any inconsistency, the schedule contained in PSC's order acknowledgment shall govern. Delivery or performance within fifteen (15) days before or after a milestone date shall be considered timely.
5. **CANCELLATION.** Orders for off-the-shelf goods cancelled via Customer request or resulting from delinquent payments or Customer inability to pay are subject to a termination fee of 80% of the total purchase order value of undelivered products and services, when cancelled within sixty (60) days of the agreed upon order due date.

For individual purchase orders of any product or service, the order may be canceled by the Customer if communicated to PSC in writing at least six (6) months in advance of the scheduled delivery date without termination fee being charged, except in instances of custom work or a purchase order awarded to PSC based on a quote for multiple products planned for batch or lot deliveries.

For individual purchase orders of product(s), the Customer may terminate the purchase order by written request in accordance with the following:

- Cancellation of a purchase order within 60 days of PSC accepting the Purchase Order and/or Supply Agreement, shall be subject to a termination fee equal to 35% of the total purchase order value.
- Cancellation of a purchase order less than 90 days prior to the agreed upon delivery date shall be subject to a termination fee up to 80% of the total purchase order value of undelivered products.

6. **TERMINATION.** PSC may terminate this Agreement by written notice to Customer if Customer: (a) materially breaches any of its obligations with PSC, (b) materially breaches any of its obligations with any Rocket Lab owned company, or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against its proceedings relating to bankruptcy, liquidation, receivership, reorganization, or assignment for the benefit of creditors. PSC will also pursue collection of any debt owned in accordance with these terms and conditions, reserving the right to pursue all other rights and remedies available under the applicable governing law.
7. **CUSTOM ORDERS PROVISION:** As it pertains to Custom purchase orders, goods or services may only be cancellable in accordance with the mutually agreed upon Termination Liability Schedule or other mutually agreed upon termination terms.
8. **CHANGES.** For custom work performed in accordance with an agreed-upon Statement of Work ("SOW"), including without limitation work performed pursuant to Customer's designs or technical specifications, any mutually agreeable changes to a SOW shall be documented in a written contract modification. PSC shall be entitled to an equitable price increase for all SOW changes based upon any increased costs (including standard overhead rates and reasonable profit) incurred for such changed work.
9. **DELIVERY.** Unless stated otherwise in PSC's offer, for deliveries within the U.S.A., terms are FCA origin at PSC's Silver Spring, Maryland facility (INCOTERMS 2020). Title and risk of loss pass to Customer upon delivery to the freight carrier.

For deliveries outside of the U.S.A., terms are FCA at freight forwarder's office at port of exit (INCOTERMS 2020). Title and risk of loss pass to Customer upon delivery to the freight forwarder/carrier. PSC's estimated delivery date will commence after written Formal Acceptance of Offer (FAO).

10. **ACCEPTANCE.** Customer shall accept goods or services purchased hereunder within ten (10) days after delivery or performance, unless Customer provides a detailed, written rejection notice to PSC during such an acceptance period. If such a rejection notice is not received within the ten (10) day acceptance period; goods will be deemed accepted.

Customer's grounds for rejection shall be limited to: (a) excess quantity (except where due to PSC's standard lot sizes); (b) deliveries made more than fifteen (15) days before a milestone date without mutual agreement of the Customer; and (c) non-compliance with PSC's specifications or the SOW, as applicable. All other claims by Customer shall be addressed under the Warranty provision below.

11. **SHIPPING DELAYS.** For individual purchase orders containing Product(s), a customer may provide a written request to delay shipment no less than 30 days of the contracted delivery date. Upon which PSC will either grant or reject the extension request in writing. At Rocket Lab's discretion, any further delays may result in an automatic shipment of goods at and/or an additional \$10,000 holding fee per month delayed.

If, based on its knowledge of when it will make or is likely to make Delivery of an order, Supplier determines that it is reasonably likely that all or any portion of such order will not arrive on or before the Scheduled Delivery Date, Supplier will promptly advise Customer in writing, referencing the applicable Purchase Order number. Supplier will use commercially reasonable efforts to remedy any delay in delivery, including, at Customer's instructions, using premium, industry-standard third-party transportation services (e.g., Federal Express, DHL) at Supplier's cost.

12. **PROHIBITION OF RELEASE OF GOODS TO COMPETITOR.** Customer agrees that it will not release in any way, any products purchased under this Purchase Order to any third party that is a competitor of PSC without the express written consent of PSC.

13. PAYMENT TERMS. Where credit terms are extended by PSC to Customer, payment terms shall be net thirty (30) from the date of invoice unless otherwise expressly agreed in writing by the Parties. Any credit extended by PSC to Customer is subject to prior credit approval and PSC's continued satisfaction with Customer's creditworthiness, which may be reevaluated by PSC at all times. PSC reserves the right to suspend Customer's credit terms and demand cash in advance or cash on delivery for any Order, or to alter the Payment Terms based on its assessment of Customer's creditworthiness. Pending correction of any unsatisfactory credit situation, PSC may withhold shipments without incurring any liability. Customer shall have no right to setoff against amounts payable to PSC any amount that PSC may allegedly owe to Customer in connection with any transaction.

If PSC believes in good-faith that Customer's ability to make payments may be impaired or if Customer shall fail to pay any invoice when due, without prejudice to any other remedies available to it by law or in equity, PSC may demand immediate payment and at PSC's option (i) suspend delivery of any Order or any remaining balance thereof until such payment is made; (ii) cancel any Order or any remaining balance thereof for breach; (iii) recover all costs of collection including, but not limited to, reasonable attorneys' fees; (iv) repossess the Products for which payment has not been made; (v) charge interest at five percent (5%) per month on the past due amount, not to exceed the interest percentage allowed by law.

14. WARRANTIES, TECHNICAL TRAINING, DISCLAIMER.

- a. Product Warranty.** PSC warrants to the original Customer that PSC-branded products will be free from defects in materials and workmanship from the date of shipment for 180 days from the date of shipment from PSC. During the warranty period, PSC will, at its option: (1) repair the product, (2) provide replacement parts necessary for Customer to repair the product, (3) replace the product with a comparable product, or (4) refund the amount Customer paid for the product, minus a 25% minimum restocking fee, upon product return and acceptance. For any return of the Product to PSC, Customer is responsible for properly packaging the product in the shipping container originally provided by PSC, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to PSC. If PSC determines that a replacement part is necessary, PSC will ship the part and installation instructions to Customer. PSC will only provide repair services at Customer's location if PSC, at its discretion, determines such repair services are necessary. Replacement parts and products will be new and/or comparable in function and performance to the original part or Product; and warranted for the remainder of the original warranty period or for 30 days after they are shipped to Customer, whichever is longer. If PSC asks Customer to return defective parts or products, Customer must do so within 7 days after Customer receives PSC's request to return parts or products; PSC will charge Customer for replacement parts or products if Customer fails to do so. **THIS LIMITED WARRANTY COVERS NORMAL HANDLING, TESTING AND INSTALLATION OF THE PSC PRODUCTS AS SPECIFIED IN THE PRODUCT-SPECIFIC USER MANUALS, OPERATING PROCEDURE, DATA SHEETS, AND RELEVANT DOCUMENTS. PSC DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, OR UNAUTHORIZED MODIFICATION, SERVICE, OR PARTS.**
- b. Services and Service Warranty.** The terms of services provided to Customer by PSC consist of this Agreement and any separate written service agreement between Customer and PSC. PSC will provide technical support for Products at our standard hourly rates, plus reasonable expenses, and so far as such service does not conflict with PSC's existing commitments to other customers. PSC may provide technical support via on-line consultation, telephone, or a visit to Customer's facility, as PSC deems appropriate. PSC warrants that its services will be performed in a professional and workmanlike manner.

- c. **Technical Training.** PSC offers technical training in the proper operation of our products to all product end users. This training may be given at PSC's facility or at the Customer's facility, with reasonable travel and other expenses to be borne by the Customer. We require that all personnel who will handle and/or operate a PSC product undergo this training to learn the proper procedures for operating, testing, setting & resetting and installing the PSC products. Those individuals who complete this training will receive a certification from PSC to that effect.

Training sessions will be scheduled by PSC and the Customer on a mutually agreed upon date. If the Customer fails to attend or cancels the training session within 7 days of the mutually scheduled session, PSC reserves the right to invoice for the cost of the session and a penalty fee. PSC will make all reasonable efforts to reschedule a training session at the Customer's request as long the request is received with 7 days of the training session.

IF ANY OF BUYER'S EMPLOYEES OR AGENTS HANDLE, OPERATE, TEST, OR INSTALL THE PSC PRODUCT WITHOUT HAVING RECEIVED CERTIFICATION FROM PSC FOR THE PSC TECHNICAL TRAINING, OR STOW OR DEPLOY THE PSC PRODUCT IN A MANNER THAT IS NOT IN ACCORDANCE WITH PSC'S PROCEDURES SPECIFIED IN THE TECHNICAL TRAINING, THE BUYER IMMEDIATELY FORFEITS ANY RIGHTS OTHERWISE AVAILABLE TO BUYER UNDER THE PRODUCT WARRANTY.

- d. **Disclaimer.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, PSC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT.

15. RESERVATION OF IP RIGHTS. The sale of goods or services hereunder does not convey any license under any patent, trademark or service mark, copyright, trade secret, or any other intellectual property ("IP") right of PSC. Any IP produced, conceived, or otherwise developed by PSC hereunder shall be the sole property of PSC, and Customer shall have no ownership or other rights in such IP. PSC expressly reserves all of its IP rights. PSC expressly reserves its right in ownership in any tooling purchased under the Purchase Order.

16. IP INDEMNITY. Subject to the qualifications below, PSC shall defend, indemnify, and hold harmless Customer against any claim actual infringement that the goods or services purchased and paid for hereunder infringe a third party's U.S. IP rights. In no event whatsoever, shall PSC's total aggregate liability exceed the terms in the Limitation of Liability herein.

a. **Exceptions.** This indemnity shall not apply to any infringement arising out of PSC's compliance with Customer's specifications, designs, or instructions, or use of Customer's IP licensed to PSC (including without limitation any implied license of Customer's IP regarding the goods or services purchased hereunder). Customer shall defend, indemnify, and hold harmless PSC against any claim that Customer's specifications, designs, or instructions, or Customer's IP licensed to PSC, infringe a third party's U.S. IP rights.

b. **Limitations.** Customer shall immediately provide PSC with written notice of any actual or threatened third party infringement claim regarding the goods or services purchased hereunder. Failure to timely provide such notice shall relieve PSC of any indemnity obligation hereunder. PSC shall have sole control over the defense to such third-party infringement claim, and Customer shall reasonably cooperate with PSC (at PSC's expense) in connection with such defense.

c. **Remedies.** In the event that the goods or services purchased hereunder are determined to be infringing, or in PSC's reasonable determination are likely to be found infringing by a court of competent jurisdiction, then PSC shall (at its sole discretion) modify or replace the goods, or re-perform the services, in a non-infringing (but

otherwise conforming) manner or procure any required license. If none of these alternatives are reasonably available, PSC will refund to Customer the amounts actually paid for the infringing goods or services.

THE FOREGOING STATES PSC'S ENTIRE LIABILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OF ANY OTHER PARTY.

- 17. CONFIDENTIALITY.** The parties' existing Non-Disclosure Agreement ("NDA") shall apply to the transactions and resulting work performed hereunder. The parties agree that the disclosure period of such NDA shall be automatically extended to cover any and all purchases hereunder. The parties shall jointly cooperate regarding any press releases or other publicity relating to the parties' business relationship or transactions hereunder.
- a. Interim Coverage. If the parties do not have an existing NDA, the parties shall negotiate in good faith to promptly establish such an NDA. In the interim, any pricing, specifications, documentation, data, or other technical or business information of PSC provided to Customer shall be deemed proprietary to PSC and shall be treated as confidential by Customer. PSC retains all IP rights in such information, which the Customer shall not disclose to any third party or use for any purpose other than implementing transactions hereunder. Customer shall return all such information to PSC upon written request.
- b. Protection of Trade Secrets. Customers acknowledge that PSC's products are based, in part, upon valuable trade secrets. Customer shall not (directly or indirectly) reverse engineer, decompile, or disassemble PSC's products without PSC's prior written consent. Customer also agrees that it will not induce its customer or any other third party to perform any such reverse engineering.
- 18. ARTIFICIAL INTELLIGENCE.** "AI System" means any Artificial Intelligence (including but not limited to any generative Artificial Intelligence), large language model, or machine learning system or algorithm. Without limiting Customer's other obligations, hereby represents, warrants that:
- a Customer shall not disclose or provide to any AI System accessible to any person or entity other than Rocket Lab and Customer, or use with any AI System accessible to any person or entity other than Rocket Lab and Customer, any Rocket Lab Confidential Information or any other information that in context would be deemed sensitive;
 - b Customer shall not use, or permit to be used, any Rocket Lab Confidential Information, or any portion or derivatives thereof, in any training or development of any AI System or any portion thereof or of any other datasets, systems, algorithms or methodologies, except as Rocket Lab may agree in writing on a case-by-case basis; and
 - c Customer shall not disclose or provide to any AI System (including any AI System accessible only by Rocket Lab and/or Supplier) any Rocket Lab Confidential Information, or any portion or derivative thereof, if the AI System will train or develop itself based on such information or maintain any persistent copy of such information, or any portion or derivative thereof.
- 19. PUBLICITY.** Except as required by law, Buyer, its contractors, and its customers shall not publicly release any information related to this Agreement without the prior written consent of PSC by Rocket Lab. Buyer shall not use "Rocket Lab," "Rocket Lab USA," "Planetary Systems Corporation," "PSC by Rocket Lab," or any other trademark or logo owned by Rocket Lab without the prior written consent of Rocket Lab. Buyer shall be liable to Rocket Lab for any breach of this provision by any contractor or customer. However, to allow time sensitive announcements both parties agree to review and respond to requests for press release, marketing materials and social media posting within five (5) business days of receipt. As appropriate either party may repost social media posts by the other party that are pertinent to the contracted activities. Courtesy notices of reposts should be furnished to both party's public relations team, as well as the program teams. The Public Relations point of contact information is noted below:

Rocket Lab:
Ms. Tiffany Shields, Director of Contracts
Phone: +1 (714) 465-5737
Email: T.Shields@RocketLabUSA.com

- 20. GOVERNING LAW.** These terms and any associated transactions shall be governed by the laws of the State of California, USA without the application of any conflict of laws or provisions. The parties expressly disclaim any application of the U.N. Convention on the International Sale of Goods.
- 21. NO CONSEQUENTIAL DAMAGES.** EXCEPT FOR ANY CONFIDENTIALITY BREACH, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES.
- 22. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY CONTRARY PROVISION, IN NO EVENT SHALL PSC'S TOTAL LIABILITY (TOGETHER WITH THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) EXCEED THE PRICE ACTUALLY PAID BY BUYER FOR THE GOODS AND/OR SERVICES UNDER THE APPLICABLE PURCHASE ORDER THAT GIVES RISE TO SUCH LIABILITY. IN CASE OF A CONFLICT BETWEEN ANY PROVISIONS OF THIS AGREEMENT, THIS SECTION SHALL ALWAYS PREVAIL.
- 23. FORCE MAJEURE.** PSC shall not be responsible for any failure to achieve a milestone date due to events that are outside of PSC's reasonable control, including without limitation: (a) fires, floods, or other natural disasters, epidemics, or casualties; (b) wars, riots, civil commotion, embargoes, governmental regulations, inability to obtain export license, or martial law; (c) inability to obtain raw materials or subcomponents from PSC's usual sources of supply; (d) transportation shortages or delays; (e) strikes or other labor troubles; or (f) Customer's failure to cooperate or otherwise perform its obligations under the SOW, as applicable.
- 24. EXPORT COMPLIANCE.** Each party shall: (a) comply with all applicable U.S. export laws and regulations; (b) cooperate with the other party in connection with any U.S. export compliance activities; and (c) indemnify and hold harmless the other party for any actual or alleged violation of applicable U.S. export laws and regulations.
- 25. DISPUTE RESOLUTION.** Customer and PSC agree that any Dispute between Customer and PSC will be resolved exclusively and finally by arbitration administered by the American Arbitration Association (AAA) and conducted under its rules, except as otherwise provided below. Customer and PSC will mutually agree on another arbitration forum if AAA ceases operations. The arbitration will be conducted before a single arbitrator in the State of California, U.S.A. and will be limited solely to the Dispute between Customer and PSC. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than AAA, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision.
- 26. SECURITY.** PSC reserves the right to require advance payment, or other reasonable security, if the financial responsibility of Customer is or becomes unsatisfactory to PSC. PSC shall retain a purchase money security interest in any goods purchased hereunder, including without limitation any resulting proceeds. Upon request, Customer shall execute any financing statements and provide documentation reasonably required to perfect PSC's security interest and authorizes PSC to sign and file such documents on Customer's behalf.
- 27. GENERAL.** Except in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets or equity, neither party may assign this Agreement without the other's written consent. Both parties are

intended beneficiaries of this Agreement, and Customer acknowledges receipt of substantial consideration from PSC in exchange for accepting the terms hereof. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from PSC, this Agreement shall govern. This Agreement may not be modified, altered, or amended without the written agreement of both parties. Any altered terms attached to Customer's order shall be null and void, unless expressly agreed to in writing by PSC. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

28. CORRESPONDENCE. Please direct correspondence about this Agreement to:

PSC by Rocket Lab
Legal Department
2303 Kansas Avenue
Silver Spring, MD 20910

Rev History.

Rev.	Issued	Created By	Released By	Change Description
-	1Aug2022	TS	MH	
A	2Mar2023	Alex Zajac	Mike Whalen	<ul style="list-style-type: none"> Section 11c: Changed typical training duration from 3 to 8 hours Section 11c: Added right for PSC to charge for canceled product training sessions. Corrected formatting Changes reviewed and approved by RL Legal (Terry Strach)
B	4Apr2023	Alex Zajac	Mike Whalen	<ul style="list-style-type: none"> Section 11a: Changed product-specific reference of 2000785 MLB User Manual to more broadly reference all relevant user manuals, operating procedures, data sheets. Changes reviewed and approved by RL Legal (Toni Blais)
C	11May2023	Mario Harris	Alex Zajac	<ul style="list-style-type: none"> Section 4: Added termination fee details Edited formatting
D	8May2025	Mario Harris	Alex Zajac	<ul style="list-style-type: none"> Added Clarification of PSC being a wholly owned subsidiary Added Section 3. POST AWARD LEGAL REQUIREMENTS Updated Cancellation section clarifying termination liability Added PSC Termination section Added "AI System Section Added Section for Custom Orders Provision Changed references to "Buyer" to "Customer" Added clarification to FCA Origin INCOTERMS Added section on Shipping Delays Removed delivery timing language from the Schedule Section 4. Clarified warranty remedies and restocking fee requirement

				<ul style="list-style-type: none">• Added Publicity Section• Clarified limitation of liability precedence• Updated dispute resolution administration to American Arbitration Association (AAA)
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