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**Planetary Systems Corporation**  
**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 Buyer is subject to the express condition that Buyer agrees to these terms, which shall govern unless Buyer notifies PSC of any exceptions within five (5) days after their receipt. Failure to timely object, or acceptance of delivery, shall constitute Buyer's agreement with these terms. Any contrary, inconsistent, or additional provisions contained in Buyer's purchase order are expressly rejected.
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, excises, gross receipts tax, sales tax, or any other government-imposed charges unless stated otherwise in PSC's offer. Buyer 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. **SCHEDULE.** Any delivery and/or performance schedule milestones shall be jointly documented in Buyer'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. PSC's estimated Delivery date will commence after written Formal Acceptance of Offer (FAO).
4. **CANCELLATION.** Orders for off-the-shelf goods are non-cancelable within sixty (60) days of the - purchase order date. Orders for custom goods or services may be canceled only upon mutual agreement of the parties; provided that Buyer shall be responsible for PSC's incurred costs (including standard overhead rates and reasonable profit) through the date of cancellation.
5. **RESCHEDULING.** Milestone dates may not be rescheduled by Buyer within thirty (30) days of the original milestone date. Orders within sixty (60) days, but more than thirty (30) days, of the original milestone date may be rescheduled by Buyer for up to thirty (30) days after the original milestone date.
6. **CHANGES.** For custom work performed in accordance with an agreed-upon Statement of Work ("SOW"), including without limitation work performed pursuant to Buyer'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.
7. **DELIVERY.** Unless stated otherwise in PSC's offer, for deliveries within the U.S.A., terms are FCA, PSC's Silver Spring, Maryland facility (INCOTERMS 2020). Title and risk of loss pass to Buyer upon delivery to the freight carrier. For deliveries outside of the U.S.A., terms are FCA, freight forwarder's office at port of exit (INCOTERMS 2020). Title and risk of loss pass to Buyer upon delivery to the freight forwarder/carrier.
8. **ACCEPTANCE.** Buyer shall accept goods or services purchased hereunder within ten (10) days after delivery or performance, unless Buyer provides a detailed, written rejection notice to PSC during such acceptance

period. If such rejection notice is not received within the ten (10) day acceptance period; goods will be deemed accepted.

Buyer'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; and (c) non-compliance with PSC's specifications or the SOW, as applicable. All other claims by Buyer shall be addressed under the Warranty provision below.

**9. PROHIBITION OF RELEASE OF GOODS TO COMPETITOR.** Buyer 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.

**10. PAYMENT TERMS.** Where credit terms are extended by PSC to Buyer, 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 Buyer is subject to prior credit approval and PSC's continued satisfaction with Buyer's creditworthiness, which may be reevaluated by PSC at all times. PSC reserves the right to suspend Buyer'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 Buyer's creditworthiness. Pending correction of any unsatisfactory credit situation, PSC may withhold shipments without incurring any liability. Buyer shall have no right to setoff against amounts payable to PSC any amount that PSC may allegedly owe to Buyer in connection with any transaction.

If PSC believes in good-faith that Buyer's ability to make payments may be impaired or if Buyer 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 one point five percent (1.5%) per month on the past due amount, not to exceed the interest percentage allowed by law.

**11. WARRANTIES, TECHNICAL TRAINING, DISCLAIMER.**

**a. Product Warranty.** PSC warrants to the original Buyer 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 Buyer to repair the product, (3) replace the product with a comparable product, or (4) refund the amount Buyer paid for the product, upon its return. For any return of the Product to PSC, Buyer 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 indicated, PSC will ship the part and installation instructions to Buyer. PSC will only provide repair services at Buyer's location only if PSC, at its discretion, determines such repair services are necessary. Replacement parts and products will be new, 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 Buyer, whichever is longer. If PSC asks Buyer to return defective parts or products, Buyer must do so within 7 days after Buyer receives PSC's request to return parts or products; PSC will charge Buyer for replacement parts or products if Buyer fail to do so. **THIS LIMITED WARRANTY COVERS NORMAL HANDLING, TESTING AND INSTALLATION OF THE PSC PRODUCT AS SPECIFIED IN THE PSC USER'S MANUAL (PSC Doc 2000785). 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 Buyer by PSC consist of this Agreement and any separate written service agreement between Buyer 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

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consultation, telephone, or a visit to Buyer'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 proper operation of our products to all of our customers. This training may be given at PSC's facility or at the Buyer's facility, with reasonable travel and other expenses to be borne by the Buyer. We strongly recommend that all personnel who will work with 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 Buyer on a mutually agreed upon date. If the Buyer 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 Buyer'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.

**12. 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 Buyer 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 this Purchase Order.

**13. IP INDEMNITY.** Subject to the qualifications below, PSC shall defend, indemnify, and hold harmless Buyer against any claim actual infringement that the goods or services purchased and paid for hereunder infringe a third party's U.S. IP rights.

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

**b. Limitations.** Buyer 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 Buyer 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

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conforming) manner, or procure any required license. If none of these alternatives are reasonably available, PSC will refund to Buyer 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.**

**14. 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 Buyer shall be deemed proprietary to PSC, and shall be treated as confidential by Buyer. PSC retains all IP rights in such information, which Buyer shall not disclose to any third party or use for any purpose other than implementing transactions hereunder. Buyer shall return all such information to PSC upon written request.

b. **Protection of Trade Secrets.** Buyer acknowledges that PSC's products are based, in part, upon valuable trade secrets. Buyer shall not (directly or indirectly) reverse engineer, decompile, or disassemble PSC's products without PSC's prior written consent. Buyer also agrees that it will not induce its customer or any other third party to perform any such reverse engineering.

**15. GOVERNING LAW.** These terms and any associated transactions shall be governed by the laws of the State of California, USA without application of any conflict of laws provisions. The parties expressly disclaim any application of the U.N. Convention on the International Sale of Goods.

**16. 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.

**17. 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.

**18. 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) Buyer's failure to cooperate or otherwise perform its obligations under the SOW, as applicable.

**19. 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.

**20. DISPUTE RESOLUTION.** Buyer and PSC agree that any Dispute between Buyer and PSC will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. Buyer and PSC will mutually agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator in the District of Columbia, U.S.A. and will be limited solely to the Dispute between Buyer 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 NAF, 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. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq.

**21. SECURITY.** PSC reserves the right to require advance payment, or other reasonable security, if the financial responsibility of Buyer 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, Buyer 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 Buyer's behalf.

**22. 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 Buyer 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 Buyer'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.

**23. CORRESPONDENCE.** Please direct correspondence about this Agreement to:

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

**24. Rev History.**

Rev.	Issued	Created By	Released By	Change Description
-	8/1/2022	TS	MH	
A	3/2/2023	Alex Zajac	Mike Whalen	<ul style="list-style-type: none"> <li>Section 11c: Changed typical training duration from 3 to 8 hours</li> <li>Section 11c: Added right for PSC to charge for canceled product training sessions.</li> <li>Corrected formatting</li> <li>Changes reviewed and approved by RL Legal (Terry Strach)</li> </ul>