

Terms and Conditions

Standard Hawkeye Innovations, LLC Terms and Conditions of Sale

BUYER HEREBY ACKNOWLEDGES IT HAS READ AND AGREES WITH THE FOLLOWING TERMS AND CONDITIONS (“TERMS” and, collectively with any other document referenced herein, this “Agreement”). Buyer’s acceptance will be limited to the terms of such Agreement. No additions or modifications are will be valid unless expressly and mutually agreed on in writing. The term “Seller” as used herein refers to Hawkeye Innovations, LLC. The term “Product” as used herein refers to the item(s) listed on the accompanying sales invoice.

1. THE TERMS OF THIS AGREEMENT ARE EXCLUSIVE and none of its provisions may be added to, modified, superseded or altered notwithstanding any terms which may now or in the future appear on Buyer’s purchase orders, acknowledgments, or other forms. Buyer's payment for or other acceptance of any Products or other tender of performance by Buyer, including the acceptance or signing of any of Seller's quotations, invoices or purchase orders, shall be taken as Buyer's assent to and acceptance of the terms hereof. Seller’s shipment or delivery of goods or other tender of performance by Seller shall not be deemed Seller's assent to and acceptance of any terms, including any terms contained on any Buyer documentations such as purchase orders, which purport to add to, modify, supersede or alter the terms hereof. THE SALE OF ANY PRODUCT RELATED TO THIS QUOTATION IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND ANY ADDITIONAL OR DIFFERENT TERMS ARE OBJECTED TO WITHOUT FURTHER NOTIFICATION BY SELLER.

2. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT OR ANY INSTRUCTIONS, DATA, OR ANY OTHER INFORMATION RELATED THERETO PROVIDED TO BUYER EXCEPT AS SET FORTH ON THE ATTACHED QUOTE. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR PERFORMANCE. In no event shall Seller be liable in contract or in tort, including negligence and strict liability, for any damages whatsoever, including direct, special, punitive, indirect, incidental or consequential damages of any kind or character, including, without limitation, loss of use of productive facilities or equipment, loss of revenues or profits or loss under related purchases or contracts.
3. INDEMNITY: Buyer agrees to indemnify, defend, and hold harmless Seller, its employees, officers, and directors, from and against all claims, losses, liabilities, obligations, demands, costs and expenses, including, but not limited to, all judgments, amounts paid in settlement, attorneys fees and court costs incurred as a result of or relating to (i) the handling or any other use of the Product by Buyer or any of its representatives, or (ii) a breach of any of the terms of this Agreement by Buyer or its employees, representatives, agents, or contractors (iii) negligence or misconduct under this Agreement.
4. INTELLECTUAL PROPERTY: No license or right is granted hereunder by Seller to Buyer, directly or indirectly, under any patent, trademark, trade secret or other intellectual property right. For the avoidance of doubt, Seller shall retain exclusive ownership of all right, title, and interest, throughout the world, in all intellectual property relating to the Product purchased by Buyer. Buyer and Seller shall retain all rights in their respective trademarks and trade names. Buyer agrees not to copy, alter, modify, reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of the Product and must not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other

notices of ownership thereon.

5. **CONFIDENTIAL INFORMATION:** Buyer shall keep strictly confidential all information provided to Buyer concerning or related to Seller's goods (including the Product), manufacturing methods, business plans, personnel, customers and suppliers. Buyer will not use any such information for any purpose other than the performance of its obligations under this Agreement. If the parties have executed a Confidentiality and Non-Disclosure Agreement, such agreement is incorporated by reference herein and shall govern the exchange of confidential information between the parties hereunder. In the event of a conflict between these Terms and the Confidentiality and Non-Disclosure Agreement between the parties, the Confidentiality and Non-Disclosure Agreement shall be controlling.
6. **LAW:** Terms employed herein, unless otherwise defined, shall be deemed to have the meanings set forth in the in the Uniform Commercial Code enacted in the State of Indiana, as from time to time amended. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within the State of Colorado.
7. **Independent Contractor:** The parties agree that EVOlve Electrics is an independent contractor, and nothing contained in this Agreement shall be interpreted to create an employment relationship or partnership or joint venture between the Company and EVOlve Electrics.
8. **Governing Law; Venue: Jurisdiction; Jury Trial Waiver:** This Agreement shall be governed by and construed in accordance with the laws of Colorado, including all matters of construction, validity and performance., Any action or proceeding commenced under or with respect to this Agreement shall be brought only in the small claim, county or district courts of Boulder County, Colorado, and the parties consent to the jurisdiction of such courts and waive any right to alter or change venue, including by removal. The parties **HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.**
9. **Entire Agreement; Counterparts; Severability; Amendments; Waiver:** These terms and conditions, along with the offer letter attached hereto, constitute the entire agreement ("Agreement") between the parties hereto concerning the matters covered herein and supersede all prior agreements and/or understandings between the parties, whether written or oral, concerning the matters addressed herein. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by the parties. To be effective, any amendment, waiver or consent must be in writing and signed by a duly authorized officer of the party executing the waiver or consent. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its term.