

TACHYON NETWORKS, INC.

STANDARD TERMS AND CONDITIONS OF SALE

Important hierarchy rule. These Terms are Tachyon's default terms of sale. If Tachyon and Buyer have executed a separate written agreement governing the applicable transaction, that signed agreement controls to the extent of any conflict. A Buyer purchase order or other unilateral form does not override these Terms unless Tachyon expressly agrees in a writing signed by an authorized representative.

1. Applicability; Priority of Terms

These Standard Terms and Conditions of Sale (the “Terms”) apply to all quotations, order acknowledgments, sales, shipments, and other supplies of products or services by Tachyon Networks, Inc. (“Seller”) to the purchaser identified in the applicable quotation, purchase order, or order acknowledgment (“Buyer”), unless Seller and Buyer have executed a separate written agreement that expressly governs the applicable transaction.

If Seller and Buyer have executed a separate master agreement, supply agreement, purchase agreement, statement of work, or other written contract signed by authorized representatives of both parties (an “Executed Agreement”), the Executed Agreement supersedes these Terms solely to the extent of any inconsistency with respect to the transaction it governs. Except as expressly provided in an Executed Agreement, these Terms remain applicable.

Any additional or different terms contained in Buyer’s purchase order, vendor portal, procurement document, acknowledgment, correspondence, or other form are rejected and shall not modify these Terms unless Seller expressly agrees to them in a separate writing signed by an authorized representative of Seller. Seller’s acceptance or fulfillment of a purchase order does not constitute acceptance of any such additional or different terms.

2. Quotations; Orders; Acceptance

Unless expressly stated otherwise, Seller’s quotation is an invitation for Buyer to submit an order and is not an offer capable of acceptance. Buyer’s purchase order constitutes an offer to purchase the identified products or services on these Terms.

No order is binding on Seller until Seller issues a written order acknowledgment or otherwise expressly accepts the order. Seller may accept or reject any order in whole or in part. Any acceptance by Seller is expressly conditioned upon Buyer’s assent to these Terms.

Order acknowledgments may specify product configuration, quantity, pricing, delivery schedule, shipping terms, and other transaction-specific commercial terms. In the event of a conflict between these Terms and Seller’s order acknowledgment, the order acknowledgment controls for those transaction-specific commercial terms.

3. Prices; Taxes

Prices are those stated in Seller’s quotation or order acknowledgment and are exclusive of taxes, duties, tariffs, customs charges, freight, insurance, and similar governmental or transportation charges unless expressly stated otherwise.

Buyer is responsible for all sales, use, value-added, excise, import, export, and similar taxes and charges arising from the sale or delivery of products or services, other than taxes imposed on Seller’s net income. Seller may collect such amounts from Buyer where required or permitted by law.

4. Payment

Payment terms are as stated in Seller's quotation or order acknowledgment. If no payment terms are stated, payment is due thirty (30) days from Seller's invoice date.

Buyer shall make payments without setoff, counterclaim, deduction, or withholding except to the extent required by applicable law. Overdue amounts may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, plus reasonable costs of collection.

Buyer's obligation to pay amounts properly due for products or services purchased from Seller is absolute and is not subject to any limitation of liability applicable to Seller.

5. Delivery; Title; Risk of Loss

Delivery dates are estimates unless Seller expressly agrees in writing that a date is firm. Seller is not liable for delays in delivery except as expressly provided in an Executed Agreement.

Unless otherwise stated in Seller's quotation or order acknowledgment, delivery is FCA Seller's designated shipping point (Incoterms® 2020). Risk of loss transfers to Buyer upon delivery to the carrier at that point. Title to products transfers upon Seller's receipt of full payment, except to the extent retention of title is prohibited by applicable law.

Seller may make partial shipments and invoice each shipment separately.

6. Changes; Cancellation; Non-Cancelable Items

Buyer may not cancel, reschedule, reduce, or otherwise modify an accepted order without Seller's prior written consent. Seller may condition consent on reimbursement of costs, commitments, cancellation charges, work in process, finished goods, and other reasonable amounts resulting from the requested change.

Products identified in Seller's quotation or order acknowledgment as non-cancelable, non-returnable, custom, special-order, or "NCNR" may not be canceled, returned, or rescheduled without Seller's express written consent.

7. Inspection; Acceptance; Returns

Buyer shall inspect products promptly after delivery. Buyer must notify Seller in writing of any visible shortage, shipping damage, or nonconformity within ten (10) business days after delivery, or the products will be deemed accepted with respect to conditions reasonably discoverable on inspection.

No product may be returned without Seller's prior written authorization and compliance with Seller's then-current return-material authorization ("RMA") procedures. Unauthorized returns may be refused.

8. Limited Warranty

Seller warrants that, for twelve (12) months from shipment unless a different warranty period is stated in Seller's quotation, order acknowledgment, or product documentation, Seller-branded hardware products will materially conform to Seller's published specifications and will be free from material defects in workmanship under normal and authorized use.

Seller's sole obligation, and Buyer's exclusive remedy, for breach of this limited warranty is, at Seller's option, to repair or replace the affected product or refund the purchase price paid for the affected product after return in accordance with Seller's RMA procedures.

This warranty does not apply to defects or failures resulting from misuse, accident, improper installation, unauthorized modification or repair, operation outside published specifications, improper storage or

handling, normal wear, external causes, third-party products, or combinations or integrations not authorized by Seller.

9. Warranty Disclaimer

EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 8, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

Buyer is responsible for determining whether the products are suitable for Buyer's intended application, system design, regulatory environment, and integration requirements.

10. Buyer Specifications; Integration; Buyer Responsibilities

Buyer is responsible for specifications, drawings, requirements, instructions, configurations, and other materials supplied or mandated by Buyer ("Buyer Specifications"), and for Buyer's integration, installation, deployment, marketing, and use of the products.

Buyer shall indemnify, defend, and hold harmless Seller and its affiliates, officers, directors, employees, and agents from third-party claims, losses, damages, liabilities, and reasonable costs and attorneys' fees to the extent caused by (a) Seller's compliance with Buyer Specifications; (b) Buyer's modification, combination, integration, marketing, sale, or use of products in a manner not authorized by Seller; or (c) Buyer's violation of applicable law, in each case except to the extent caused by Seller's gross negligence, willful misconduct, or failure to comply with these Terms.

11. Intellectual Property

Seller and its licensors retain all right, title, and interest in and to Seller's technology, designs, software, firmware, documentation, know-how, inventions, tooling, processes, and other intellectual property, including all improvements and derivatives thereof, except for intellectual property expressly owned by Buyer under an Executed Agreement.

Except for the limited right to use purchased products for their intended purpose, no license or other intellectual-property right is granted by implication, estoppel, or otherwise. Any software or firmware supplied with a product is licensed, not sold, and may be subject to separate license terms.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA, OR USE, ARISING OUT OF OR RELATING TO ANY PRODUCT, SERVICE, ORDER, OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A PRODUCT, SERVICE, ORDER, OR THESE TERMS SHALL NOT EXCEED THE AMOUNT PAID TO SELLER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.

The foregoing limitations do not apply to liability that cannot lawfully be excluded or limited. Nothing in this Section limits Buyer's obligation to pay amounts properly due to Seller.

13. Force Majeure

Seller is not liable for delay or failure to perform caused by circumstances beyond its reasonable control, including acts of God, fire, flood, severe weather, earthquake, epidemic or pandemic, war, terrorism, civil

unrest, labor dispute, transportation disruption, carrier delay, utility or telecommunications failure, cyberattack, governmental action, export or import restriction, sanctions, shortage of materials or components, or failure of suppliers or subcontractors resulting from such causes.

Seller may allocate available inventory and production capacity among its customers in a commercially reasonable manner during a force majeure event.

14. Compliance; Export Controls

Each party shall comply with applicable laws relating to its performance under the transaction. Buyer shall not export, re-export, transfer, release, or use products, software, technology, or technical data in violation of applicable U.S. or other export-control, sanctions, or import laws.

Buyer is responsible for obtaining licenses, permits, approvals, registrations, and authorizations required for Buyer's importation, installation, resale, deployment, or use of the products unless Seller expressly agrees otherwise in writing.

15. Confidential Information

Any separate nondisclosure or confidentiality agreement executed by the parties governs confidential information exchanged under that agreement. In the absence of such an agreement, each party shall use reasonable care to protect non-public information received from the other party that is marked confidential or that reasonably should be understood to be confidential, and shall use such information only for the applicable business relationship.

This Section does not restrict information that the receiving party can demonstrate was already lawfully known without restriction, independently developed without use of the confidential information, lawfully received from a third party without restriction, or publicly available through no breach of obligation.

16. Governing Law; Venue; CISG Exclusion

These Terms and each transaction governed by them are governed by the laws of the State of Nevada, U.S.A., without regard to conflict-of-laws rules that would require application of another jurisdiction's laws.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Each party irrevocably submits to the exclusive jurisdiction of the state courts located in in the state or federal courts located in Clark County, Nevada, and each party irrevocably submits to the jurisdiction of those courts and waives any objection based on venue or inconvenient forum.

17. Assignment; Subcontracting

Buyer may not assign or transfer an order or any right or obligation under these Terms without Seller's prior written consent, except in connection with a merger or sale of substantially all of Buyer's assets to a successor that assumes Buyer's obligations. Seller may assign these Terms or an order to an affiliate or in connection with a merger, reorganization, financing, or sale of all or substantially all of the applicable business or assets.

Seller may use affiliates, subcontractors, and suppliers in performing its obligations.

18. Notices

Formal legal notices under these Terms must be in writing and delivered by nationally recognized overnight courier, certified or registered mail, or electronic mail with confirmation of receipt, to the addresses stated in the applicable order acknowledgment or Executed Agreement. Routine commercial communications may be sent by ordinary electronic mail.

19. Miscellaneous

If any provision of these Terms is held unenforceable, the remaining provisions remain in effect and the unenforceable provision shall be enforced to the maximum extent permitted by law. A waiver is effective only if in writing and does not waive any later breach.

Headings are for convenience only. The words “including” and “include” mean “including without limitation.” These Terms, together with Seller’s applicable quotation and order acknowledgment and any Executed Agreement, constitute the agreement of the parties concerning the applicable transaction and supersede prior or contemporaneous communications concerning the same subject matter.

No amendment or modification of these Terms for a particular transaction is effective unless contained in an Executed Agreement or another writing signed by an authorized representative of Seller. Seller may revise the version of these Terms posted on its website prospectively; the version identified in or in effect on the date of Seller’s applicable quotation or order acknowledgment governs that transaction.