

These Standard Terms and Conditions (these “**Terms**”) apply to each proposal, quotation, statement of work, order acknowledgment, or other commercial document issued by FulcrumAir Corp (“**Fulcrum**”) that references or incorporates these Terms (each, a “**Proposal**”). These Terms, together with the applicable Proposal, constitute the “**Agreement**.”

1. **DEFINITIONS.** As used in these Terms:

“**Customer**” means the customer identified in the applicable Proposal.

“**Services**” means the services provided by Fulcrum under the applicable Proposal, including, as applicable, labor, supervision, tools, equipment, vehicles, transportation, machinery, and aerial robotic services.

“**Goods**” means any materials, equipment, supplies, or other goods furnished by Fulcrum under the applicable Proposal.

“**Work**” means the Services and Goods, as applicable, provided by Fulcrum under the applicable Proposal.

2. **AGREEMENT; INCORPORATION; ORDER OF PRECEDENCE.** The Agreement constitutes the entire agreement between Fulcrum and Customer concerning the Work and supersedes all prior or contemporaneous proposals, negotiations, communications, and agreements concerning such Work. Any amendment or modification to the Agreement must be in writing signed by authorized representatives of both parties. Any purchase order, procurement document, or other communication issued by Customer is accepted solely for administrative convenience, and any additional or different terms are expressly rejected unless expressly accepted in writing by Fulcrum. Customer accepts the Agreement by signing or otherwise accepting the Proposal, authorizing Fulcrum to commence the Work, or accepting any portion of the Work. In the event of a conflict, the Proposal will control over these Terms. Fulcrum is an independent contractor, and nothing in the Agreement creates any partnership, joint venture, agency, fiduciary, or employment relationship between the parties.

3. **FEES; INVOICES; PAYMENT; TAXES.** Fulcrum will invoice Customer as set forth in the Proposal. Customer will pay all undisputed amounts within thirty (30) days after the invoice date, without setoff or deduction. Customer must notify Fulcrum in writing of any good-faith invoice dispute within ten (10) days after receipt and timely pay all undisputed amounts. Past-due amounts will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Fulcrum may suspend the Work upon five (5) business days’ written notice if Customer fails to pay an undisputed amount when due or otherwise materially breaches the Agreement, and Fulcrum will be entitled to an equitable adjustment in price and schedule for resulting costs or delays. Prices exclude sales, use, value-added, goods and services, excise, customs, duties, and similar

taxes and governmental charges arising from the Work, all of which are Customer’s responsibility, other than taxes imposed on Fulcrum’s net income. If Customer claims a tax exemption, Customer must provide a valid exemption certificate or other reasonably satisfactory documentation.

4. **DELIVERY; TITLE; RISK OF LOSS.** Unless otherwise stated in the applicable Proposal, risk of loss of or damage to Goods passes to Customer upon the earlier of (a) delivery to Customer or the location specified in the Proposal or (b) if shipped by a third-party carrier, delivery by Fulcrum or its supplier to the carrier for shipment. Title to Goods passes upon Fulcrum’s receipt of full payment, to the extent permitted by applicable law. Following transfer of risk, Customer is responsible for unloading, handling, storage, security, and protection of the Goods, except as expressly included in Fulcrum’s Work. Delivery and shipping dates are estimates unless expressly stated otherwise in the Proposal.
5. **INSPECTION; ACCEPTANCE.** Customer will inspect Goods upon delivery and notify Fulcrum in writing of any material nonconformity within five (5) business days. Goods will be deemed accepted if Customer does not provide timely notice, uses or incorporates the Goods, or resells or transfers the Goods. For any valid, timely reported nonconformity in third-party Goods, Fulcrum may, in its discretion, reasonably assist Customer in pursuing available remedies from the applicable manufacturer or supplier, subject to its applicable terms and warranties. Fulcrum has no independent obligation to repair, replace, or refund third-party Goods, and Customer’s remedies with respect to such Goods are limited to available manufacturer or supplier remedies, to the maximum extent permitted by law. Services will be deemed accepted upon substantial completion unless Customer gives Fulcrum written notice within five (5) business days identifying in reasonable detail any material failure to conform to the Proposal. For any timely and valid claim, Fulcrum will, at its option, correct or reperform the materially nonconforming Services or refund the fees paid for such Services.
6. **CUSTOMER RESPONSIBILITIES; CHANGES.** Customer will timely provide Fulcrum with safe and sufficient access to applicable sites and facilities and all information, permissions, approvals, personnel, utility coordination, outages, and other assistance reasonably required for the Work. Customer is responsible for the accuracy and completeness of information provided by or on its behalf and for the condition, integrity, and suitability of Customer’s or third-party sites, infrastructure, equipment, and materials, except to the extent expressly included in Fulcrum’s Work. Customer is responsible for determining the suitability and compatibility of third-party Goods for Customer’s intended use. Fulcrum may rely on information provided by or on behalf of Customer without independent verification.

Fulcrum will be entitled to an equitable adjustment in price, schedule, and other affected terms for changes to the Work or delays, disruptions, standby, additional mobilization or demobilization, or additional costs resulting from Customer, site or infrastructure conditions, inaccurate or incomplete information, utilities, other contractors, governmental authorities, or circumstances beyond Fulcrum's reasonable control. Fulcrum will not be required to perform changed or additional Work unless agreed to in writing.

7. **FORCE MAJEURE.** Fulcrum will not be liable for any delay, interruption, increased cost, or failure to perform caused by circumstances beyond its reasonable control, including severe weather, natural disasters, epidemics or pandemics, war, terrorism, civil unrest, labor disputes, governmental actions or changes in law, permitting or regulatory delays, airspace or utility restrictions, site conditions, supply-chain or transportation disruptions, shortages of labor, materials, or equipment, or acts or omissions of utilities, suppliers, carriers, governmental authorities, or other third parties (each, a "**Force Majeure Event**"). Fulcrum will provide reasonably prompt notice of any Force Majeure Event materially affecting performance and use commercially reasonable efforts to mitigate its effects. Fulcrum will be entitled to an equitable adjustment in schedule and price for resulting delays or increased costs and may reasonably allocate available resources among its customers. A Force Majeure Event will not excuse Customer's obligation to pay amounts otherwise due.
8. **TERMINATION.** Fulcrum may terminate the Agreement or any affected Work upon written notice if (a) Customer materially breaches the Agreement and fails to cure such breach within ten (10) days after written notice; (b) performance becomes unsafe, unlawful, or impracticable for reasons not caused by Fulcrum; or (c) a Force Majeure Event materially prevents performance for more than sixty (60) days. Upon termination, Customer will pay Fulcrum for all Work performed, Goods procured or committed, and reasonable non-cancellable costs incurred through termination. Termination will not affect any rights or obligations accrued before termination or any provisions that by their nature are intended to survive.
9. **CONFIDENTIALITY.** "**Confidential Information**" means non-public information disclosed by or on behalf of one party ("**Discloser**") to the other ("**Recipient**") in connection with the Agreement that is identified as confidential or reasonably should be understood to be confidential. Fulcrum's Confidential Information includes Fulcrum Technology, technical information, designs, drawings, software, algorithms, processes, operating procedures, methods, know-how, specifications, pricing, costs, business plans, equipment, robotic systems, flight and operational data, and information concerning Fulcrum's products, services, operations, suppliers, and customers. Confidential Information does not include information Recipient can demonstrate: (a) is or becomes public through no breach of

the Agreement; (b) was lawfully known to Recipient without restriction before disclosure; (c) is lawfully received from a third party without restriction; or (d) is independently developed without use of Discloser's Confidential Information. Recipient will use Confidential Information only for purposes of the Agreement and protect it using at least reasonable care. Recipient may disclose Confidential Information only to its representatives who have a need to know and are subject to confidentiality obligations at least as protective as this Section, and Recipient is responsible for their compliance. If disclosure is required by law or legal process, Recipient may disclose only the required information and, to the extent legally permitted, will give Discloser prompt notice and reasonable assistance. These obligations continue during the Agreement and for five (5) years thereafter; provided that, with respect to trade secrets, such obligations will continue for so long as such information qualifies as a trade secret under applicable law. Discloser may seek injunctive or other equitable relief for unauthorized use or disclosure without limiting other available remedies.

10. **INTELLECTUAL PROPERTY.** Fulcrum and its licensors retain all right, title, and interest in and to all technology, intellectual property, robotic systems, aircraft, equipment, software, firmware, algorithms, processes, methods, know-how, inventions, designs, tools, templates, documentation, and other materials developed, acquired, or owned by Fulcrum before, during, or independently of the Work, including (a) all modifications, improvements, enhancements, and derivative works thereof and (b) all general knowledge, skills, experience, ideas, concepts, techniques, methods, and know-how acquired, developed, or enhanced in performing the Work (collectively, "**Fulcrum Technology**"). Fulcrum Technology remains Fulcrum's property even if incorporated into, used to develop, or delivered with the Work or any deliverable. Customer will not reverse engineer, disassemble, decompile, reproduce, modify, commercialize, distribute, disclose, or use Fulcrum Technology to develop or enable any competing product, service, system, or technology.
11. **LIMITED WARRANTIES.** Third-party goods are subject solely to the applicable manufacturer's or supplier's terms and warranties. To the extent transferable, Fulcrum may pass through to Customer any warranties applicable to third-party Goods. Fulcrum makes no independent warranty with respect to third-party Goods. Fulcrum warrants that the Services will be performed in a professional and workmanlike manner. Customer must notify Fulcrum in writing of any claimed breach, in reasonable detail, within thirty (30) days after substantial completion of the affected Services. This warranty does not apply to deficiencies resulting from third-party Goods; Customer-provided designs, specifications, instructions, materials, or information; existing infrastructure or site conditions; work or modifications by others; ordinary wear and tear; or circumstances beyond Fulcrum's reasonable control. For any timely and valid warranty claim, Fulcrum will, at its

option, correct or reperform the materially nonconforming Services or refund the fees paid for such Services. These remedies are Customer's sole and exclusive remedies for breach of this warranty, to the maximum extent permitted by law.

12. **WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 10 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WORK IS PROVIDED "AS IS" AND "WITH ALL FAULTS." FULCRUM DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THOSE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. FULCRUM DOES NOT DESIGN OR MANUFACTURE THIRD-PARTY GOODS AND MAKES NO REPRESENTATION OR WARRANTY REGARDING THEIR DESIGN, MANUFACTURE, QUALITY, PERFORMANCE, DURABILITY, SAFETY, COMPATIBILITY, COMPLIANCE, OR FITNESS FOR CUSTOMER'S INTENDED USE. FULCRUM'S PROCUREMENT, SUPPLY, RECOMMENDATION, INSTALLATION, HANDLING, TESTING, OR OTHER INVOLVEMENT WITH THIRD-PARTY GOODS DOES NOT CAUSE FULCRUM TO ASSUME ANY OBLIGATION OF THEIR MANUFACTURER OR SUPPLIER. FULCRUM DOES NOT WARRANT THAT THE WORK WILL ACHIEVE ANY PARTICULAR TECHNICAL, OPERATIONAL, ECONOMIC, OR COMMERCIAL RESULT. WHERE APPLICABLE LAW IMPLIES A GUARANTEE OR CONDITION THAT CANNOT BE EXCLUDED BUT PERMITS FULCRUM'S LIABILITY THEREFOR TO BE LIMITED, FULCRUM'S LIABILITY FOR SUCH GUARANTEE OR CONDITION IS LIMITED, AT FULCRUM'S OPTION, TO (A) FOR GOODS, REPAIRING OR REPLACING THE GOODS OR PAYING THE COST OF DOING SO, AND (B) FOR SERVICES, SUPPLYING THE SERVICES AGAIN.

13. **ASSIGNMENT.** Customer will not assign, delegate, or otherwise transfer the Agreement, in whole or in part, without Fulcrum's prior written consent. Fulcrum may assign or transfer the Agreement, in whole or in part, without Customer's consent to an affiliate or in connection with a merger, reorganization, financing, change of control, or transfer of all or substantially all of the business or assets to which the Agreement relates.

14. **INDEMNITY.** To the maximum extent permitted by law, Customer will defend, indemnify, and hold harmless Fulcrum, its affiliates, and their respective personnel from third-party claims, damages, liabilities, losses, and reasonable costs and attorneys' fees arising from: (a) bodily injury, death, or damage to tangible property caused by Customer; (b) Customer's material breach of the Agreement or violation of applicable law; (c) the condition, operation, maintenance, or failure of Customer's sites, facilities, infrastructure, or equipment; (d) equipment,

designs, specifications, instructions, or materials provided or specified by or on behalf of Customer, including third-party Goods selected, specified, or approved by Customer; or (e) Customer's use or modification of the Work. Customer will control the defense and settlement, but may not settle any claim in a manner that admits fault by or imposes any obligation on Fulcrum without Fulcrum's prior written consent.

15. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FULCRUM OR ITS AFFILIATES, SUBCONTRACTORS, SUPPLIERS, OR THEIR RESPECTIVE PERSONNEL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, PRODUCTION, PRODUCT, BUSINESS, CONTRACTS, USE, CAPITAL, OPPORTUNITY, ANTICIPATED SAVINGS, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THE AGREEMENT OR WORK, REGARDLESS OF THE THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, FULCRUM WILL NOT BE LIABLE FOR LOST OR INTERRUPTED ELECTRICITY GENERATION, TRANSMISSION, OR DISTRIBUTION; LOST UTILITY REVENUE; REPLACEMENT-POWER COSTS; PRODUCTION DELAYS; DOWNTIME; LOSS OF USE OF OR DAMAGE TO FACILITIES, EQUIPMENT, POWERLINES, OR INFRASTRUCTURE; UTILITY SERVICE INTERRUPTION OR DISRUPTION; LOSSES RESULTING FROM FAILURE TO MEET CONTRACTUAL COMMITMENTS OR DEADLINES; OR CLAIMS, PENALTIES, OR CHARGES ASSESSED AGAINST CUSTOMER BY THIRD PARTIES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, FULCRUM'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A PROPOSAL OR THE WORK THEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID TO FULCRUM FOR THE SPECIFIC WORK GIVING RISE TO THE CLAIM. These exclusions and limitations apply collectively to all claims and notwithstanding the failure of any limited or exclusive remedy of its essential purpose. The parties acknowledge that Fulcrum's fees reflect this allocation of risk and that Fulcrum would not enter into the Agreement without these limitations. Nothing in the Agreement excludes or limits liability that cannot lawfully be excluded or limited.

16. **AVIATION; OPERATIONAL CONTROL.** Fulcrum has exclusive operational control over its aerial and ground-based robotic systems and sole authority over their manner and means of operation. Fulcrum will determine whether and under what conditions any operation may safely and lawfully proceed and may suspend, modify, delay, or discontinue operations it reasonably determines are unsafe, unlawful, technically unsuitable, or inconsistent with Fulcrum's operating procedures or regulatory requirements, without liability for resulting delay. Fulcrum

is responsible for permits and regulatory authorizations specifically required for its aircraft, personnel, and flight operations. Customer is responsible for site access, landowner, utility, right-of-way, outage, and other project-specific permissions and approvals, except as expressly assigned to Fulcrum in the Proposal. Fulcrum will control communications with applicable aviation authorities concerning its aircraft, personnel, operational authority, flight operations, and regulatory compliance. Customer will not make representations on Fulcrum's behalf or interfere with Fulcrum's operational control or regulatory authorizations. Nothing in the Agreement prohibits Customer from making communications required by law or truthful responses to governmental inquiries.

17. **INSURANCE.** When Fulcrum personnel perform Work on Customer's premises, each party will maintain, at its expense, insurance required by law and appropriate to its risks and obligations under the Agreement, which may be satisfied through any combination of primary and excess or umbrella coverage or equivalent coverage customary in the applicable jurisdiction. Upon reasonable request, each party will provide evidence of coverage. Any additional insured status, waiver of subrogation, endorsement, or project-specific insurance requirement must be expressly stated in the applicable Proposal. Fulcrum's insurance will not expand its obligations or liability or increase any limitation of liability.

18. **GOVERNING LAW; MANDATORY RIGHTS.** Unless otherwise stated in the applicable Proposal, the Agreement will be governed by Colorado law, without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. To the extent permitted by law, each party irrevocably submits to the exclusive jurisdiction of the state and federal courts in Denver, Colorado, United States for any action or proceeding arising out of or relating to the Agreement and waives any objection to venue or inconvenient forum. Nothing in the Agreement excludes, limits, or modifies any right, remedy, guarantee, or liability that cannot lawfully be excluded, limited, or modified under applicable law.
19. **SEVERABILITY.** If any provision of the Agreement is invalid, illegal, or unenforceable, it will be modified and enforced to the maximum extent permitted by law consistent with its intended purpose, and the remaining provisions will remain in full force and effect.
20. **ATTORNEYS' FEES.** To the extent permitted by law, Fulcrum may recover reasonable attorneys' fees, costs, and expenses incurred in collecting overdue amounts. In any other action or proceeding arising out of or relating to the Agreement, the prevailing party may recover reasonable attorneys' fees and costs to the extent permitted by applicable law.