



Stratus Unlimited LLC – Terms and Conditions

These Terms and Conditions constitute a part of each Purchase Order (PO) issued by Stratus Unlimited LLC to any Contractor (field partner) performing work on behalf of Stratus. These Terms and Conditions shall be read in conjunction with the PO and the contract / agreement entered into between Stratus and the Contractor (field partner).

1. Representations and Warranties of Contractor (field partner).

- (a) Contractor (field partner) represents and warrants to Stratus that: (1) Contractor (field partner) is duly qualified to do business and is in good standing in every jurisdiction in which Contractor (field partner) performs Services for Stratus; (2) Contractor (field partner) has obtained and will maintain all licenses, authorizations, approvals, consents, and permits required by Laws to conduct its business and to perform its obligations under this Agreement; (3) the Services, Products, and Deliverables do not infringe or misappropriate any third party's patent, copyright, trademark or other intellectual property rights; (4) Contractor (field partner) has the right, power, and authority to enter into the agreement and perform its obligations; (5) Contractor (field partner) is in material compliance with, and will continue to comply with all applicable laws, rules, regulations, codes, and orders of any governmental or regulatory authority ("Laws"); and (6) the agreement does not conflict with any other agreements to which Contractor (field partner) is a party.
- (b) Contractor (field partner) warrants to Stratus, its customers, and end users that, for a period of 1 year after the later of completion, installation or delivery, all Services, Products, and Deliverables of Contractor will: (1) be new, and not used or refurbished; (2) be free from any defects in workmanship, material, and design; (3) conform to all applicable specifications provided by Stratus; (4) be fit for their intended purpose and operate as intended; (5) be merchantable; and (6) be free and clear of all liens, security interests, or other encumbrances. These warranties survive any delivery, inspection, acceptance, or payment of or for the Services, Products, or Deliverables by Stratus. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Stratus's discovery of the noncompliance of the Services, Products, or Deliverables with the foregoing warranties.
- (c) In the event of any breach of the representations or warranties by Contractor (field partner), Stratus may do one or more of the following: (1) require Contractor (field partner), at its sole cost, to repair or replace the defective Services, Products or Deliverables at a location specified by Stratus (which may be Contractor (field partner)'s location, Stratus's location, or the location of a third party); (2) purchase similar or replacement goods or services from another source, at Contractor (field partner)'s sole cost and expense; (3) produce or repair the defective Product or Deliverable, or perform the Services, itself (or have a third party do so), at the sole cost and expense of Contractor (field partner); or (4) retain the defective Product or Deliverable. In each case, Stratus will be entitled to exercise any other rights available to Stratus under the agreement or under applicable law.

2. Equipment Use by Contractor (field partner).

- (a) If Stratus provides Contractor (field partner) with any equipment to perform the Services, whether the equipment is owned or leased by Stratus (the "Stratus Equipment"), then Contractor (field partner) agrees that Stratus is not responsible for losses of any kind resulting from the use of the Stratus Equipment by Contractor (field partner), its employees, agents, representatives or subcontractors (the "Equipment Users"). All use of Stratus Equipment by the Equipment Users is at Contractor (field partner)'s sole risk and responsibility.
- (b) If Contractor (field partner) provides its own equipment to perform the Services, whether owned by



Contractor (field partner), leased by Contractor (field partner) from Stratus, or leased by Contractor (field partner) through a third-party (the “Other Equipment”), then Contractor (field partner) agrees that Stratus is not responsible for any losses of any kind resulting from the use of Other Equipment by the Equipment Users. Contractor (field partner) will obtain and provide to Stratus proof of certification of operation for any Other Equipment used on the premises before beginning to perform the Services, and Stratus may visually inspect any Other Equipment on the premises where Services are being performed. All use of the Other Equipment by the Equipment Users is at Contractor (field partner)’s sole risk and responsibility.

3. Limitation of Liability.

- (a) Except for indemnification obligations, violations of law, violations of confidentiality, fraud, or intentional misconduct, in no event will either Stratus or Contractor (field partner) be liable to the other party for any loss of use, revenue, or profit, or loss of data, or for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not a party has been advised of the possibility of such damages.
- (b) In no event will Stratus be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of, the acts or omissions of Contractor (field partner), whether negligent or otherwise.
- (c) In no event will Contractor (field partner) be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of, the acts or omissions of Stratus, whether negligent or otherwise.
- (d) In matters where concurrent or contributory negligence is alleged to have occurred between the parties, the applicable state law (statute or otherwise) will govern the apportionment of liability.

4. Performance. Time is of the essence for Contractor (field partner)’s performance. Contractor (field partner) must complete the Services within the time frame(s) in the PO. Contractor (field partner) will continuously perform all work in a skillful, diligent, thorough, and careful manner. Contractor (field partner) must take all necessary steps to protect work locations from any damage resulting from its Services. After completion of the Services, Contractor (field partner) will leave the premises clean and free of all rubbish, tools, equipment, and obstructions. Contractor (field partner) must minimize interference with business activity conducted at any location where it performs the Services.

5. Confidentiality. Confidential Information of Stratus is provided solely for Contractor (field partner)’s use in performing this Agreement. Contractor (field partner) may not disclose or copy Confidential Information unless approved by Stratus in writing. Confidential Information will only be disclosed to Contractor (field partner)’s directors, officers, employees, and subcontractors who need to know such information (“Representatives”) to perform the Services. Contractor (field partner)’s Representatives are bound by the obligations in this Section. Contractor (field partner) is liable for any breach of this Agreement by its Representatives. Stratus is entitled to injunctive relief for any violation of this Section.

6. Intellectual Property. (a) Contractor (field partner) assigns to Stratus all of Contractor (field partner)’s entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, made or conceived solely or jointly by Contractor (field partner) while working for, or on behalf of, Stratus, which relate to, is suggested by, or results from matters set out in any PO and depends on either: (1) Contractor (field partner)’s knowledge of Stratus’s Confidential Information, or (2) the use of Stratus’s equipment, supplies, facilities, information, or materials.



- (b) Contractor (field partner) must disclose any invention, technique, process, device, discovery, improvement, or know-how promptly to Stratus. Contractor (field partner), upon request of Stratus, must sign a specific assignment of title to Stratus and do anything else reasonably necessary to enable Stratus to secure for itself patent, trade secret, or any other proprietary rights in the United States or other countries. It is conclusively presumed that any patent applications relating to a PO, related to trade secrets of Stratus, or which relate to tasks assigned to Contractor (field partner) by Stratus, which Contractor (field partner) may file during the Agreement or within one year after expiration or termination, will belong to Stratus, and Contractor (field partner) hereby assigns same to Stratus, as having been conceived or reduced to practice during the Term.
- (c) All writings or works of authorship, including program codes or documentation, produced or authored by Contractor (field partner) while performing services for Stratus, together with any associated copyrights, are works made for hire and the exclusive property of Stratus. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement will constitute an irrevocable assignment by Contractor (field partner) to Stratus of the ownership of and all rights of copyright in, such items, and Stratus will have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Contractor (field partner) must give Stratus or its designees all assistance reasonably required to perfect such rights.
- (d) If for any reason, including incapacity, Stratus cannot secure Contractor (field partner)'s signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to Stratus, or to enforce such rights, Contractor (field partner) hereby designates Stratus as Contractor (field partner)'s attorney-in-fact and agent, solely and exclusively to act for and on Contractor (field partner)'s behalf to execute and file such documents with the same legal force and effect as if executed by Contractor (field partner), and for no other purpose.

[Last update: September 18, 2025]