



UplinkRobotics
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United States

General Terms and Conditions of Use

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UplinkRobotics Products

These terms and conditions apply to the use of any products sold by UplinkRobotics, a company registered in the State of Wyoming, USA. By purchasing or using a product from UplinkRobotics, you agree to be bound by these terms and conditions.

1. Disclaimer of Warranties and Limitation of Liability

- I. UplinkRobotics products are designed and sold for commercial, industrial, educational, and professional use. Buyer assumes full responsibility for the proper selection, installation, operation, maintenance, inspection, and safety of the products, and for determining the suitability and compatibility of the products for Buyer's intended use.
- II. **EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED WITH EACH PRODUCT, UPLINKROBOTICS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO THE PERIOD OF THE APPLICABLE EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**
- III. To the fullest extent permitted by applicable law, UplinkRobotics shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation lost profits, lost revenue, loss of data, loss of goodwill, business interruption, or downtime, arising from or related to the products or these terms, regardless of the theory of liability and even if UplinkRobotics has been advised of the possibility of such damages. UplinkRobotics' total cumulative liability arising from or related to the products or these terms, from all causes of action and under all theories of liability, shall not exceed the amount actually paid by Buyer to UplinkRobotics for the specific product giving rise to the claim. The foregoing limitations shall not apply to: (a) personal injury caused by a defective product to the extent such limitation is prohibited by law; (b) damages caused by UplinkRobotics' gross negligence or willful misconduct; or (c) any other liability that cannot be limited or excluded under applicable law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

2. Indemnification

- IV. Buyer shall indemnify, defend, and hold harmless UplinkRobotics and its affiliates, officers, directors, employees, agents, and suppliers from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) Buyer's misuse, modification, or improper operation of the products; (b) Buyer's violation of these terms, the applicable product warranty, or any applicable law or regulation, including export control and sanctions laws; (c) Buyer's negligence or willful misconduct; or (d) Buyer's unauthorized export, re-export, or transfer of the products. This indemnification obligation shall not apply to the extent any claim arises from UplinkRobotics' own gross negligence, willful misconduct, or a manufacturing defect in the product.

3. Intellectual Property; No Reverse Engineering

- V. All intellectual property rights in and to the products, including without limitation patents, patent applications, trademarks, trade dress, copyrights, trade secrets, know-how, firmware, software, designs, specifications, and documentation, are and shall remain the sole and exclusive property of UplinkRobotics. No title to or ownership of any intellectual property is transferred to Buyer under these terms or by the sale of any product. Buyer receives only a limited, non-exclusive, non-transferable, revocable license to use the products solely for their intended purpose.
- VI. Buyer shall not, and shall not permit, authorize, assist, or encourage any third party to, directly or indirectly: (a) reverse engineer, decompile, disassemble, reverse compile, translate, or otherwise attempt to discover, derive, extract, or reconstruct the source code, object code, firmware, algorithms, trade secrets, designs, or underlying structure, ideas, or know-how of any product or any component thereof; (b) copy, reproduce, duplicate, clone, replicate, manufacture, or create derivative works of any product, component, firmware, software, documentation, or design, in whole or in part; (c) remove, alter, obscure, deface, or destroy any proprietary notices, labels, markings, or serial numbers on any product; or (d) use the products, or any information, data, or know-how derived from the products, to develop, design, manufacture, market, or sell any competing or substantially similar product. The foregoing prohibitions apply to the maximum extent permitted by applicable law.
- VII. Buyer acknowledges that the products embody valuable trade secrets and proprietary information of UplinkRobotics, that any breach or threatened breach of this Section would cause immediate and irreparable harm to UplinkRobotics for which monetary damages would be inadequate, and that UplinkRobotics shall be entitled to seek immediate injunctive relief, specific performance, and other equitable remedies in any court of competent jurisdiction, in addition to any other remedies available at law or in equity, without the necessity of posting bond or proving actual damages. Buyer further agrees to pay UplinkRobotics' reasonable attorneys' fees and costs incurred in enforcing this Section.
- VIII. Liquidated Damages. In the event of any breach of subsections (a), (b), or (d) of this Section, Buyer shall pay UplinkRobotics liquidated damages in the amount of One Hundred Thousand U.S. Dollars (\$100,000) per product, unit, or instance subject to the breach. The parties acknowledge and agree that actual damages resulting from such breaches would be extremely difficult or impossible to quantify with precision, that the foregoing amount represents a reasonable estimate of the anticipated harm at the time of contracting, and that it is not intended as a penalty. This liquidated damages remedy is in addition to, and not in lieu of, UplinkRobotics' right to injunctive relief and other equitable remedies under this Section, but any amounts recovered as liquidated damages shall be credited against actual damages recovered for the same breach.

4. Export Controls; U.S.-Only Sales

- IX. UplinkRobotics products are sold solely for use within the United States. Buyer shall not export, re-export, transfer, ship, resell, or otherwise transmit any UplinkRobotics product, or any components, software, firmware, documentation, or technical data related thereto, outside the United States, or to any non-U.S. person, without UplinkRobotics' prior express written authorization. Authorized international sales, if any, shall be governed exclusively by a separate written distributor, reseller, or export agreement executed by UplinkRobotics.
- X. Buyer represents, warrants, and covenants that Buyer shall comply with all applicable U.S. export control laws and regulations, including without limitation the Export Administration Regulations (15 CFR Parts 730-774), the International Traffic in Arms Regulations (22 CFR Parts 120-130), and all sanctions and embargo programs administered by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer shall not export, re-export, or transfer any product to any embargoed or sanctioned country, entity, or individual, or to any end-user or for any end-use prohibited by U.S. law, including without limitation any use in connection with the design, development, production, or deployment of chemical, biological, nuclear, or missile weapons.
- XI. Buyer assumes full and sole responsibility for obtaining any licenses, authorizations, permits, certifications, or approvals required for any export, re-export, import, sale, or use of the products in any jurisdiction, and for compliance with all applicable laws and regulations of any jurisdiction into which the products are transferred, including without limitation radio frequency, electromagnetic compatibility, product safety, consumer protection, environmental, and customs laws. UplinkRobotics makes no representation that any product is authorized, certified,

or suitable for import into, sale in, or use in any country other than the United States, and shall have no liability whatsoever for any non-U.S. regulatory compliance, certification, approval, enforcement action, penalty, seizure, duty, tax, or customs matter. Any unauthorized export, re-export, or transfer of the products by Buyer immediately voids all warranties, is undertaken entirely at Buyer's own risk and expense, and Buyer shall indemnify, defend, and hold harmless UplinkRobotics in accordance with Section 2 for any and all claims, penalties, fines, damages, costs, and expenses arising therefrom.

5. Force Majeure

- XII. UplinkRobotics shall not be liable for any delay or failure in performance arising from causes beyond its reasonable control, including without limitation acts of God, natural disasters, fire, flood, earthquake, pandemic, epidemic, war, terrorism, civil unrest, labor disputes, governmental action, embargoes, sanctions, supply chain disruptions, component shortages, transportation failures, or failures or delays of suppliers or subcontractors.

6. Assignment

- XIII. Buyer may not assign, delegate, or transfer these terms or any rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without UplinkRobotics' prior written consent, and any attempted assignment in violation of this Section shall be null and void. UplinkRobotics may freely assign these terms and any rights or obligations hereunder, in whole or in part, including in connection with a merger, acquisition, reorganization, financing, or sale of all or substantially all of its assets or business, without Buyer's consent.

7. Dispute Resolution; Binding Arbitration; Class Action Waiver

- XIV. **Binding Arbitration.** Except as expressly provided below, any dispute, claim, or controversy arising out of or relating to these terms, the products, or the relationship between Buyer and UplinkRobotics, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, shall be resolved exclusively by final and binding individual arbitration rather than in court. This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.), which shall preempt any inconsistent state law.
- XV. **Arbitration Procedures.** The arbitration shall be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules then in effect, before a single neutral arbitrator. The seat and legal place of arbitration shall be Albany County, Wyoming, and the language of the arbitration shall be English. The arbitrator shall have authority to award any remedy available in a court of law or equity, except as limited by these terms. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear its own costs and attorneys' fees except as otherwise provided in these terms or awarded by the arbitrator.
- XVI. **Class Action Waiver.** BUYER AND UPLINKROBOTICS EACH EXPRESSLY WAIVE ANY RIGHT TO BRING, PARTICIPATE IN, OR BE REPRESENTED IN ANY CLASS ACTION, COLLECTIVE ACTION, CONSOLIDATED ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN COURT. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDINGS OR TO AWARD RELIEF TO ANYONE OTHER THAN THE INDIVIDUAL PARTIES TO THE ARBITRATION. IF THIS CLASS ACTION WAIVER IS FOUND UNENFORCEABLE AS TO ANY CLAIM, THAT CLAIM SHALL BE SEVERED AND ADJUDICATED IN COURT, BUT THE REMAINDER OF THIS SECTION SHALL REMAIN IN FULL FORCE AND EFFECT AS TO ALL OTHER CLAIMS.
- XVII. **Exceptions.** Notwithstanding the foregoing, either party may: (a) seek injunctive, equitable, or other provisional relief in any court of competent jurisdiction for actual or threatened infringement, misappropriation, or breach of UplinkRobotics' intellectual property, trade secrets, confidential information, or the reverse-engineering and competing-product prohibitions in Section 3; and (b) bring an individual action in small claims court for disputes within that court's jurisdiction. Seeking such relief shall not constitute a waiver of the right to arbitration of any other claim.

8. Governing Law and Jurisdiction

- XVIII. Subject to Section 7 (Dispute Resolution; Binding Arbitration; Class Action Waiver), these terms and conditions are governed by and construed in accordance with the laws of the State of Wyoming, USA, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. For any matter not subject to arbitration under Section 7 (including actions for injunctive or equitable relief and actions to confirm or enforce an arbitration award), the state and federal courts located in Albany County, Wyoming shall have exclusive jurisdiction. Buyer consents to the personal jurisdiction and venue of such courts and waives any objections thereto, including any objection based on forum non conveniens.

9. Limitation Period

- XIX. Any action, claim, or proceeding arising out of or relating to these terms or the products must be commenced within one (1) year after the cause of action accrues, or it shall be permanently and forever barred. This provision shortens any longer limitation or prescription period that would otherwise apply under applicable law, to the fullest extent permitted, and applies regardless of the form of action or theory of liability. Some states do not allow the shortening of statutes of limitations, so this provision may not apply where prohibited by law.

10. Severability

- XX. If any provision of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed or modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

11. Survival

- XXI. The provisions of Sections 1 (Disclaimer of Warranties and Limitation of Liability), 2 (Indemnification), 3 (Intellectual Property; No Reverse Engineering), 4 (Export Controls; U.S.-Only Sales), 7 (Dispute Resolution; Binding Arbitration; Class Action Waiver), 8 (Governing Law and Jurisdiction), 9 (Limitation Period), 10 (Severability), 11 (Survival), and 12 (Entire Agreement) shall survive any termination, expiration, cancellation, or completion of the sale of any product and shall continue in full force and effect indefinitely.

12. Entire Agreement

- XXII. These terms and conditions, together with the applicable product Limited Warranty, Refund Policy, and any written purchase order, quotation, or sales agreement executed by an authorized representative of UplinkRobotics, constitute the entire agreement between Buyer and UplinkRobotics regarding the products and supersede all prior or contemporaneous understandings, representations, or agreements, whether oral or written. In the event of any conflict between these terms and a written purchase order or sales agreement signed by an authorized representative of UplinkRobotics, the signed document shall control with respect to that transaction. No modification or amendment to these terms shall be effective unless in writing and signed by an authorized representative of UplinkRobotics. No waiver of any provision shall be effective unless in writing, and no waiver shall constitute a continuing waiver.