

ASTROBOTIC GRIFFIN-1 LUNAR DELIVERY AGREEMENT

This agreement ("Agreement"), dated as of _____ (the "Effective Date"), is made by and between **NanoFiche LLC** ("Provider"), a Delaware limited liability company having a principal place of business at 232 Wallace Way, Suite 6216, Rochester, New York 14624 (USA), and _____ ("Customer"), having a principal place of business and/or residence at _____. As the context requires, Customer and NanoFiche may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Provider is in the business of producing its NanoFiche™ archival storage products with extremely high storage capacities; and

WHEREAS, Provider has ongoing business arrangements with one or more third-party space mission and/or launch service providers to provide transportation services for its NanoFiche™ products to non-earth satellites;

WHEREAS, Customer wishes to use the services offered by Provider to create the NanoFiche™ medium with a copy of the **King James Bible 1611 Version**, to arrange transport of such medium to a non-earth target, and Provider is willing to perform and arrange such services on the terms and conditions set out in this Agreement.

WHEREAS, Customer understands that: space missions and launch services involve inherent risks and dangers, including, but not limited to, hazards of travel by launch vehicle, spacecraft, and other modes of transportation, forces of nature; and damage to or loss of property; it is participating in a space mission with knowledge of the hazards and risks involved; Provider has no responsibility for the performance or outcome of a space mission and/or launch service provided by a third-party who reserves the right to cancel or postpone the space mission as it deems necessary; certain services provided by Provider are dependent upon and subordinate to the successful execution of contractual and performance obligations of the launch service provider; it assumes responsibility for the significant risk of impact to its objectives if the launch service provider is unable to perform or if the launch services are not performed as expected; and Provider will not be liable for expenses, liabilities, costs, or damages that may be incurred by Customer as a result of changes to or failure of launch services or any interruption to or caused by the launch service provider.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Order Acceptance and Cancellation. Customer agrees that an order ("Purchase Order"; see *Exhibit*) is an offer to buy, under these terms, all products and services listed in the Purchase Order. A Purchase Order, in order to be binding as part of this Agreement, must be in writing and accepted by both Parties. Provider may choose not to accept orders at its sole discretion. In the event of a change in or cancellation of a space mission and/or launch service expressly listed in or appurtenant to a Purchase Order, Provider may cancel the Purchase Order and terminate this Agreement.

2. \$25,000

3. Shipments; Delivery; Title and Risk of Loss.

(a) As specified in a applicable Purchase Order, Provider will arrange for shipment of the products to the space mission service provider. Customer will pay all shipping and handling charges specified in the Purchase Order.

(b) Title and risk of loss pass to Customer upon Provider's transfer of the products to a carrier or space mission service provider. Shipping and delivery dates are estimates only and cannot be guaranteed. Provider is not liable for any delays in shipments.

(c) In all cases where the products or services that Customer orders include space mission and/or launch services, Customer acknowledges and accepts that the mission on which the products are sent as part of a payload involves inherent risks and dangers, including, but not limited to, hazards of travel by launch vehicle, spacecraft, and other modes of transportation, forces of nature, and damage to or loss of property, and Customer is voluntarily participating in the space mission with knowledge of the hazards and risks involved. Provider shall not bear any responsibility for the performance or outcome of the space mission,

which services are provided by and are the sole responsibility of a third-party launch service provider(s) who reserves the right to cancel or postpone the space mission as it deems necessary. Customer further acknowledges that certain services provided by Provider are dependent upon and subordinate to the successful execution of contractual and performance obligations of the launch and/or mission service provider. Customer assumes full responsibility for the significant risk of impact to its objectives if the launch and/or mission service provider is unable to perform or if the launch services are not performed as expected. Provider shall not be liable under any circumstances for expenses, liabilities, costs, or damages that may be incurred by Customer as a result of changes to or failure of launch services or any interruption to or caused by the launch and/or mission service provider.

(d) Customer acknowledges that a launch range safety official or another authority is authorized to destroy the launch vehicle and Customer's products, without liability to anyone, if, in such official's or authority's sole discretion, destruction is necessary to prevent personal injury or damage to property. Customer further agrees that Provider and its third-party launch and/or mission service provider(s) shall be held harmless for decisions and/or actions taken by the launch service provider and/or Provider, including but not limited to the following: (1) schedule adjustments or postponements of a launch (2), performance of the launch, (3) de-mounting of Customer's products and/or their replacement with another object or payload, or (4) destruction of Customer products if after ignition this action is deemed necessary by the launch service provider, a safety official or another authorized authority. Provider does not provide, nor is it responsible for obtaining third party launch liability insurance.

4. Returns and Refunds. Due to the customized nature of NanoFiche™ products and services Provider shall not accept return of any product(s) for a refund of the purchase price unless such products are defective. To return defective products, Customer must contact Provider in advance to obtain a Return Merchandise Authorization ("RMA") number before shipping the defective product for return. No returns of any type will be accepted without an RMA number. Customer shall be responsible for all shipping and handling charges on returned items and bears all risk of loss during shipment.

Refunds for defective products will be processed by Provider within approximately five (5) business days of receipt of product returned with an RMA number. Any refund will be credited back to Customer via the same payment method used to make the original purchase.

In the event a Purchase Order includes space mission and/or launch services, Customer acknowledges that any such mission is a high-risk endeavor and accepts sole responsibility for any risk of loss or damage to products or payload during shipment, launch preparation, launch, and delivery to the target (e.g., lunar surface). **PROVIDER DISCLAIMS ANY RESPONSIBILITY FOR PRODUCTS OR PAYLOAD WHATSOEVER.** Provider shall have no responsibility for and there will not be any refunds for any interruption or lack of performance or outcome of the space mission and shall not issue refunds or reimbursements, under any circumstances, for expenses, liabilities, costs, or damages that may be incurred as a result of changes to or failure of launch and/or mission services or any interruption to or caused by the launch service provider(s).

5. Manufacturer's Warranty and Disclaimers. Provider does not manufacture or control all of the products and services offered. The availability of products or services does not indicate an affiliation with or endorsement of any product or manufacturer, service or service provider. Accordingly, Provider does not provide any warranties with respect to the products or services offered or set forth in a Purchase Order.

SPACECRAFT, EQUIPMENT, FACILITIES, AND INFORMATION PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS." ALL PRODUCTS AND/OR SERVICES OFFERED BY PROVIDER OR THROUGH PROVIDER ARE PROVIDED "AS IS." PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITION OF ANY SPACECRAFT, EQUIPMENT, FACILITIES, TECHNICAL INFORMATION, OR SERVICES, OR AS TO ANY PRODUCTS MADE OR DEVELOPED UNDER OR AS A RESULT OF THIS AGREEMENT INCLUDING AS A RESULT OF THE USE OF INFORMATION GENERATED HEREUNDER, OR AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH INFORMATION, SERVICES, OR RESULTING PRODUCT, OR THAT THE SPACECRAFT, EQUIPMENT, FACILITIES, TECHNICAL INFORMATION, OR SERVICES PROVIDED WILL ACCOMPLISH THE INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE, OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. ALL PRODUCTS AND SERVICES PROVIDED BY PROVIDER ARE WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO PORTIONS OF THE ABOVE DISCLAIMER MAY NOT APPLY.

CUSTOMER AFFIRMS THAT PROVIDER SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF A FAILURE TO HONOR WARRANTY OBLIGATIONS TO CUSTOMER.

6. Limitation of Liability. IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

PROVIDER'S SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS AND SERVICES SET FORTH IN A PURCHASE ORDER.

CUSTOMER EXPRESSLY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF PROVIDER, THE LAUNCH SERVICE PROVIDER(S), AND THEIR RESPECTIVE AFFILIATES AND ALL RIGHTS, CLAIMS AND REMEDIES AGAINST PROVIDER, THE LAUNCH SERVICE PROVIDER(S), AND THEIR AFFILIATES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY FAILURE, DELAY IN LAUNCH, CANCELLATION OF, NON-CONFORMANCE OR DEFECT IN THE LAUNCH, SPACEFLIGHT OR ANY PRODUCTS OR SERVICES PROVIDED BY PROVIDER AND/OR THE LAUNCH SERVICE PROVIDER(S), INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY UNDER ANY TORT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, NEGLIGENCE (INCLUDING ANY NEGLIGENCE OF PROVIDER, THE LAUNCH SERVICE PROVIDER(S), OR THEIR AFFILIATES), STRICT LIABILITY, AGREEMENT OR OTHER LEGAL OR EQUITABLE THEORY; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO REPRESENTATION OR AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, WHETHER OR NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY PROVIDER, THE LAUNCH SERVICE PROVIDER(S), OR THEIR AFFILIATES.

The limitation of liability set forth above shall only apply to the extent permitted by law and not apply to liability resulting from Provider's gross negligence or willful misconduct.

7. Goods Not for Resale or Export. Customer represents and warrants that it is acquiring products and/or services from Provider for its own personal use only, and not for resale or export (except to the extent included in a space mission payload).

8. Privacy & License to Content. Provider is committed to protecting payment data collected from Customer in connection with a purchase of products or services.

With regard to Customer's Content (text, graphics and images), Customer shall retain title to such Content, provided that any Content that Customer submits or uploads to Provider for inclusion in a space mission is and shall be available to the public. Customer acknowledges and agrees that any Content it submits or uploads to Provider for inclusion in a payload or otherwise as part of a space mission, shall have no confidentiality obligation for such Content. Customer further consents to Provider's use any of such Content, in whole or in part, for purposes of marketing, advertising and promotion. Customer hereby grants Provider a perpetual, irrevocable, worldwide, royalty free, non-exclusive, transferable, sub-licensable license to use, reproduce, display, perform, distribute copies of, and prepare derivative works of the Content for Provider's performance

of services and for use in marketing, advertising and promotion of its goods and services.

Customer agrees to the inclusion of its Content and products on a space mission. If, for whatever reason, Provider or the launch service provider(s) are not successful in securing approval(s) or any required license(s) or permit(s) for the inclusion of Customer's Content and products, and such Content and products will not be launched, Provider shall retain all amounts paid under this Agreement, and the Agreement shall be terminated, without further obligation or liability. Customer acknowledges that this Agreement is non-refundable and that it cannot terminate the Agreement at any time. Provider reserves the right to terminate this Agreement at its convenience for any reason and will not be liable for any payments made.

Customer further represents and warrants that its Content and any products incorporating such Content shall: comply with all applicable national, federal, state and local laws and regulations, and all licenses issued in connection with the performance of this Agreement; not infringe any copyright, trademark or other intellectual property right of any third-party; not violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations; and not promote any illegal activity, or advocate, promote, or assist any unlawful act. In addition, Customer represents and warrants its and the Content's compliance with all U.S. export and import laws, regulations, rules, licenses or agreements related to the launch and transportation of such Content and products to the applicable target, including but not limited to the International Traffic in Arms Regulations ("ITAR"), and the U.S. Department of Commerce, Export Administration Regulations ("EAR"). Customer acknowledges and agrees that it is responsible for registration of any product(s) containing its Content, pursuant to the Convention on Registration of Objects Launched into Outer Space (1976). Provider and its third-party service providers may assist Customer in confirming compliance with such government requirements.

9. Indemnification. With regard to any Content that Customer uploads or otherwise provides or makes available to Provider, Customer further agrees that: it has all necessary rights in such Content; it has the authority to grant a license to Provider to use, reproduce, distribute, broadcast, and modify or create derivatives of such Content; and that Provider's use of the Content to provide the requested products and/or services does not and will not violate the rights of others. Customer agrees to indemnify, defend and hold Provider and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers (including but not limited to space mission and launch service providers), subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of Customer's breach of this Agreement, or Customer's violation of any law or the rights of a third-party, including but not limited to violation or infringement of any third-party copyright or other intellectual property rights. Provider shall notify Customer promptly of any such claim, and Customer will have the right to control the defense of any such claim and related settlement negotiations, provided that the defense shall minimize the liability of Provider hereunder. Provider will reasonably cooperate with Customer in connection with the defense, compromise, or settlement of any such claim, including without limitation, making available pertinent information and witnesses within Provider's control. Customer shall not settle or compromise any claims for which indemnification is due without prior written consent of Provider, which consent shall not be unreasonably withheld.

10. Force Majeure. Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached these terms, for any failure or delay in performance when and to the extent such failure or delay is caused by or results from acts or circumstances beyond Provider's reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether or not war is declared), terrorist threats or acts, riot or other civil unrest, national or regional emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to Provider's workforce), or restraints or delays affecting carriers (including space mission service providers) or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. Governing Law. This Agreement and all matters arising out of or relating to these terms are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

12. Waiver of Claims, Dispute Resolution and Binding Arbitration.

(a) Each party hereby agrees not to sue or otherwise bring a claim against the other party, such party's

related third parties, the launch service provider(s), the launch service provider's related third parties, any secondary payload customers or their related third parties, and/or the U.S. Government or its contractors or subcontractors for any injury, death, property loss or damage (including loss of or damage to the payloads, spacecraft, launch vehicle, or other financial loss, sustained by it or its employees, officers, directors or agents, arising directly out of activities included in the performance of the launch services and Provider's services contemplated by this Agreement. Each party further agrees to extend such waiver of claims and release of liability to their respective contractors, subcontractors and insurers, requiring them to waive (in writing) the right to sue or otherwise bring a claim against the other party or that party's related third parties, the launch service provider(s), the launch service provider's related third parties, any secondary payload customers or their related third parties, and/or the U.S. Government or its contractors or subcontractors for any injury, death, property loss or damage (including loss of or damage to the payloads, spacecraft, launch vehicle, or other financial loss) sustained by them or any of their employees, officers, directors or agents, arising in any manner out of or in connection with activities relating to the performance of this Agreement.

This obligation to waive claims shall apply to the parties' contractors, subcontractors and insurers (at every tier) that are involved in activities relating to performance under this Agreement. These waivers shall apply regardless of the theory of liability, whether based in contract, tort, equity or otherwise, including negligence, product liability, strict liability, or any other theory of liability. Each party agrees to obtain insurance as it deems necessary to cover death, injury, loss or damage for which it has waived the right to sue or bring a claim against the other party, and each party agrees to obtain a waiver of subrogation rights from any insurer providing such insurance coverage.

(b) BOTH PARTIES AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO LITIGATE ANY CLAIM IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. THE PARTIES ACKNOWLEDGE THAT OTHER RIGHTS MAY BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS BETWEEN CUSTOMER AND PROVIDER ARISING FROM OR RELATING IN ANY WAY TO CUSTOMERS ORDER OF PRODUCTS OR SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(c) The arbitration of any dispute will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules then in effect, except as modified by this Section 12. (Available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity. Any award of the arbitrator will be final and binding on each of the Parties and may be entered as a judgment in any court of competent jurisdiction.

(d) Customer agrees to an arbitration on an individual basis. In any dispute, **NEITHER CUSTOMER NOR PROVIDER WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHERS IN COURT OR ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

13. Assignment. Customer will not assign any of its rights or delegate any of its obligations under this Agreement without Provider's prior written consent. Any purported assignment or delegation in violation of this

Section 13 is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

14. No Waivers. The failure by Provider to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Provider.

15. No Third-Party Beneficiaries. These terms shall not and are not intended to confer any rights or remedies upon any person other than Customer.

16. Notices.

(a) To Customer. Provider will provide notice to Customer by sending to the email address or the address provided above by personal delivery, overnight courier, or registered or certified mail. Notices sent by email will be effective when sent and notices provided by personal delivery, overnight courier, or registered or certified mail will be effective upon receipt. It is Customer's responsibility to keep its email and mailing addresses current.

(b) To Provider. To give Provider notice under this Agreement, Customer shall send notice by personal delivery, overnight courier, or registered or certified mail to the address above or as otherwise provided to Customer. Notices provided by personal delivery will be effective immediately. Notices by personal delivery, overnight courier, or registered or certified mail will be effective upon receipt.

17. Severability. If any term or provision of this Agreement shall be found by an arbitrator or court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the arbitrator's or court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.

18. Entire Agreement. The terms of this Agreement, which include an applicable Purchase Order(s), shall be the final and integrated agreement between Customer and Provider on the matters contained herein and represent the complete, full, and exclusive understanding of the Parties as to its subject matter and shall supersede any prior agreements between them. Any amendments to this Agreement shall be effective and binding on the Customer and Provider only if any such amendments are in writing and signed by both Parties.

IN WITNESS WHEREOF, Provider and Customer have caused this Agreement to be executed as of the Effective Date above by their respective duly authorized representatives.

NanoFiche LLC

By: _____
Name:
Title:

[CUSTOMER NAME]

By: _____
Name:
Title:

EXHIBIT – Purchase Order

NanoFiche LLC

By: _____

Name:

Title:

[CUSTOMER NAME]

By: _____

Name:

Title: