SWARM TECHNOLOGIES, INC.
SWARM EVAL KIT AGREEMENT ("AGREEMENT")

THANKS FOR PURCHASING SWARM TECHNOLOGIES INC.'S ("SWARM") HARDWARE AND SERVICES! PLEASE REVIEW THIS AGREEMENT CAREFULLY. BY CLICKING ON A "PLACE ORDER" BUTTON, EXECUTING A SALES ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, OR OTHERWISE ACCESSING OR USING SWARM'S HARDWARE AND SERVICES, YOU, THE CUSTOMER, AGREE TO THE TERMS OF THIS AGREEMENT WITH SWARM AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE SWARM PRIVACY AND INFORMATION SECURITY NOTICE, WHICH IS PART OF THIS AGREEMENT. IF YOU'RE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE FULL AUTHORITY TO BIND THE COMPANY TO THIS AGREEMENT. IF YOU DON'T AGREE WITH THE TERMS OF THIS AGREEMENT, DON'T CLICK ON AN "PLACE ORDER" BUTTON, EXECUTE A SALES ORDER, OR OTHERWISE ACCESS OR USE SWARM'S HARDWARE AND SERVICES.

1.   **DEFINITIONS.**

1.1.   "Activation Date" means the date in which the Unit is first activated on the Swarm Network, which shall be the first of the month following the date when fifty (50) cumulative data messages are sent. The Activation Date is the start of your subscription term.
1.2.   "Customer" means the customer buying Swarm Hardware and Swarm Services under this Agreement for its own use.
1.3.   "Customer Information" means any information or data regarding Customer provided or otherwise available to Swarm under this Agreement.
1.4.   "Sales Order" means the vehicle for placing orders for Swarm Hardware and Swarm Services.
1.5.   "Swarm Hardware" means the transceiver that enables data communications via the Swarm Network.
1.6.   "Swarm Network" means the satellite data communication system operated by Swarm.
1.7.   "Swarm Network Practices Guide " means the document that details Customer's access to the data carried by the Swarm Services found at https://swarm.space/customerdocs/.
1.8.   "Swarm Services" means the data communication services provided by Swarm using the Swarm Network.

2.   **CUSTOMER PURCHASES; PROHIBITIONS.**

2.1.   <u>**Swarm Hardware and Swarm Services**</u>. Customer will purchase the Swarm Hardware and Swarm Services, as further documented in a Sales Order. Swarm reserves the right to change or modify the Swarm Hardware and Swarm Services, but will not materially diminish functionality of the Swarm Services during a subscription term. Delivery of the Swarm Hardware shall be Delivered at Place (DAP) from Swarm's facility. Customer is responsible for all shipping, handling, and customs/duties costs. Title and risk of loss of, or damage to, the Swarm Hardware shall pass to Customer upon delivery to the Customer's delivery address. Unless Customer notifies Swarm in writing within ten (10) calendar days from the date of receipt of any Swarm Hardware that the Swarm Hardware is rejected, the Swarm Hardware will be deemed accepted. Any notice of rejection must specify the reason(s) why the Swarm Hardware is being rejected.

2.2   <u>**Prohibitions**</u>. Customer is expressly prohibited from reselling any Swarm Hardware or Swarm Services. All Customer purchases of Swarm Hardware must be directly from Swarm under the terms of this Agreement. Customer will not itself, or allow others to (i) replicate, recreate, or reverse engineer the Swarm Hardware, Swarm Services, Swarm Network, or protocol or otherwise interfere or

tamper with the Swarm Hardware, Swarm Services, or Swarm Network or the security of any of the foregoing or its or their related systems, or (ii) unless expressly permitted hereunder, alter, merge, modify, translate, or prepare any derivative works based upon the Swarm Hardware or Swarm Services.

3. **PRICING; PAYMENT TERMS.**

    3.1. **Pricing.** Pricing for the Swarm Hardware and Swarm Services will be as set forth at https://swarm.space/product/swarm-eval-kit/ Additional terms and conditions related to pricing are described in more detail in **Exhibit A.**

    3.2. **Payment for Hardware.** Customer authorizes Swarm (through its third-party payment processor) to charge Customer's approved credit or debit card, bank-to-bank payments (e.g., ACH), or wire transfer, as applicable ("Approved Payment Method") for the one-time immediate purchase price of the Swarm Hardware set forth in the Sales Order, including shipping and handling and applicable taxes. Swarm will notify you by email that we are preparing to ship your Hardware.

    3.3. **Payment for Services**. Customers authorize Swarm to charge the annual fee for Swarm Services via your Approved Payment Method. Swarm will automatically charge Customer on the Activation Date for each Hardware device and every year thereafter on that same calendar date. Service fees including applicable taxes, for the Swarm Services set forth in the Sales Order.

    3.4. **Payment Accuracy and Authorization**. If there is a change to your Approved Payment Method information, including expiration date of a credit card, you must update its payment information by contacting orders@swarm.space to avoid suspension or termination of the Swarm Services. Swarm may also update your Approved Payment Method with information provided by the payment service providers. You authorize Swarm to continue to charge your Approved Payment Method following any update to your information.

    3.5.   **Non-Refundable. All payments for Swarm Hardware are non-refundable after the equipment has been shipped and all payments for Swarm Services are non-refundable after the Activation Date.**

4. **OBLIGATIONS OF CUSTOMER.**

    4.1. **Legal/Requirements Compliance.** Customer shall obtain and maintain all necessary legal and/or regulatory approvals, licenses, permits, or authorizations required for the import and operation of the Swarm Hardware and shall fully comply with any applicable regulatory reporting requirements.

    4.2. **Use of Swarm Marks.** Customer acknowledges and agrees that the name "Swarm" and all related marks, logos and designs are service marks, trademarks, and trade names of Swarm ("Swarm Marks"). Customer shall not use the Swarm Marks except as specifically set forth herein and according to the Swarm Joint Marketing & PR Guidelines at https://swarm.space/customerdocs/. Without limiting the generality of the preceding sentence, Customer shall not use the Swarm Marks in connection with any products other than the Swarm Services and Swarm Hardware.

    4.3. **Use of SpaceX or Starlink Marks.** In order to avoid any risk of confusion, Customer acknowledges and agrees that the SpaceX and Starlink name, logo or other trademarks (such as Falcon, Starship, and Dragon) shall <u>not</u> be used in connection with any product, entity or idea, unless otherwise allowed under current trademark law, (e.g., the fair use doctrine).

5.   **OBLIGATIONS OF SWARM.**

5.1. **Access.** Subject to the terms of this Agreement, Swarm shall provide access to the Swarm Services and use of the Swarm Network to Customer via the Swarm Hardware.

5.2. **Swarm Maintenance and Repairs**. Swarm shall have the right to perform repairs, maintenance, or network upgrades on the Swarm Services from time to time, without prior notice to Customer, and any resulting outages of or interruptions to the Swarm Services shall not be deemed an outage period. Swarm shall use reasonable endeavors to notify Customer of any scheduled repairs or maintenance that may potentially impact the performance of the Swarm Services.

5.3. **Swarm Support.** Customer can consult info@swarm.space or the Swarm Network Practices Guide for any questions regarding the Swarm Hardware and Swarm Services.

6. **RESTRICTIONS ON ACCESS AND USE.**

6.1. **Abuse and Fraudulent Use**. Access to the Swarm Network is furnished subject to the condition that Customer not abuse or fraudulently use the Swarm Network. Abuse or fraudulent use of the Swarm Network includes, but is not limited to (i) providing or attempting to provide, or assisting, or permitting a third party to (a) access, alter or interfere with the communications and/or information of a Swarm Network user by rearranging, tampering, or making an unauthorized connection with any Swarm Hardware or network facilities of Swarm, or (b) use of any scheme, false representation, or false credit device, with the intent to avoid payment, in whole or in part, for the Swarm Services, (ii) using the Swarm Network in such a manner so as to interfere unreasonably with the use of the Swarm Network by its users, or (iii) using the Swarm Network to convey information that is deemed, in Swarm's sole judgment, to be obscene or unlawful. Customer shall promptly advise Swarm in the event Customer has knowledge or reason to believe that the Swarm Network is being abused, fraudulently used, interfered with, or otherwise unlawfully used. Swarm shall have the right to immediately suspend or terminate Customer's access to the Swarm Network in the event that Customer is abusing or fraudulently using or interfering with, or otherwise unlawfully using, the Swarm Network with no liability for such termination. Swarm shall promptly notify Customer of any such suspension or termination of the Swarm Services and the basis for such action.

6.2. **Unusually High Usage; Abnormal Usage.** Each party shall use commercially reasonable efforts to monitor usage and to identify unusually high or abnormal usage patterns. Should Customer detect or be advised by Swarm of unusually high or abnormal usage transmissions, Customer shall promptly investigate any such instance.

6.3. **Regulatory Requirements**. Customer shall be responsible for ensuring it meets the regulatory requirements of the applicable governmental authority of where the Swarm Hardware was approved.

7. **INFORMATION SECURITY.**

7.1. Customer shall provide Customer Information to Swarm, or to any authorized governmental authority, to the extent required to comply with laws and regulations applicable to the Swarm Services.

7.2. Customer Information such as data and/or records, including, but not limited to, personally identifiable information such as name, address, identification number, and transaction information, will be subject to applicable federal, state, or international laws applicable to the collection, use, disclosure, processing, and free movement of such personally identifiable information.

7.3. Notwithstanding Sections 7.1 and 7.2 above, Customer agrees that Swarm may periodically collect information, including, but not limited to, technical information and data, about Customer's

use of Swarm Hardware and Swarm Services to facilitate updates, support, analysis, management, and other services relating to the Swarm Network. Swarm shall use this information for management of Swarm's products, services, or technologies provided hereunder, which use will be in accordance with applicable laws. For more information, *see* Privacy and Information Security Notice at https://swarm.space/customerdocs/.

8. **TERM; TERMINATION.**

8.1. <u>Term</u>. This Agreement commences on the date Customer first executes a Sales Order or is accepted online and continues unless earlier terminated as set forth herein. The initial subscription term for the Swarm Services will be as set forth in a Sales Order and shall automatically renew for successive one (1) year renewal terms from the initial subscription date unless either party gives the other party electronic notice of non renewal at least twenty-eight (28) days prior to the commencement of any renewal term.

8.2. <u>Termination for Cause</u>. Without limiting other rights expressly set forth in this Agreement, either party may terminate this Agreement at any time with immediate effect by giving notice to the other party if the other party (i) breaches an obligation under Section 4, Section 9, Section 10, or Section 14, hereof, (ii) materially breaches this Agreement (excluding the sections referenced in Section 8.2(i)) and fails to cure such breach within ten (10) days for any payment related breach, or within twenty-eight (28) days for any other breach, of the date of receipt of notice of such default from the non-breaching party specifying the grounds for such breach or default, or (iii) is subjected to bankruptcy or insolvency proceedings, whether voluntary or involuntary, including, but not limited to, the execution of an assignment for the benefit of creditors, or in the event either party hereto seeks relief under any bankruptcy or similar debtor relief laws.

8.3. <u>Termination by Swarm</u>. Swarm may terminate this Agreement for its convenience by providing Customer with ninety (90) days prior written notice. In the event of termination under this Section 8.3, Swarm will provide Customer with a pro-rated refund of unused, pre-paid fees for the remainder of the term after the effective date of termination.

8.4. <u>Service Discontinuation</u>. In the event Swarm terminates this Agreement for cause, Swarm may terminate or temporarily discontinue furnishing the Swarm Services to Customer without incurring any liability to Customer.

9. **CONFIDENTIAL INFORMATION.** Each party acknowledges and agrees that it shall treat all information that should reasonably be understood to be confidential given the nature of the information and circumstances of the disclosure, obtained from the other party with the strictest confidence and secrecy and shall not disclose any confidential Information to any third party. The party receiving confidential information shall only use such information in connection with exercising its rights and/or performing its obligations under this Agreement.

10. **INTELLECTUAL PROPERTY.** Except for rights expressly granted under this Agreement, each party will retain exclusive interest in and ownership of its intellectual property developed before or outside the scope of this Agreement. In addition, any modifications, changes, or customizations made to any intellectual property of Swarm (whether incorporated or embedded in any Swarm Hardware or the Swarm Services), or any derivative thereof, shall at all times remain the sole property of and be exclusively owned by Swarm. For clarity and except as otherwise expressly provided herein, Swarm owns and retains all right, title, and interest in and to the Swarm Hardware, Swarm Network, and the Swarm Services and all intellectual property rights therein.

11. **INDEMNIFICATION.** Customer agrees to indemnify and hold harmless Swarm for any liability, claims, damages, or proceedings arising out of a third-party claim relating to or arising from Customer's use of the

Swarm Services or Swarm Hardware. Furthermore, each party shall defend, indemnify, and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors, and assigns, from and against all third-party claims, and all associated awarded or agreed to damages, to the extent arising out of the indemnifying party's gross negligence, willful misconduct, or unlawful acts or omissions under this Agreement.

12. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** The warranties for the Swarm Hardware are set forth in **Exhibit B**.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SWARM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SWARM NETWORK, SWARM HARDWARE, THE SWARM SERVICES (ALL OF WHICH ARE PROVIDED "AS IS"), OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SWARM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ANY WARRANTIES AS TO THE ACCURACY, AVAILABILITY, OR CONTENT OF THE SWARM NETWORK OR THE SWARM SERVICES.

13. **LIMITATION OF LIABILITY.** EXCEPT FOR A PARTY'S OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION, A PARTY'S OBLIGATIONS UNDER SECTION 6.1 OF THIS AGREEMENT, OR A PARTY'S LIABILITY ARISING FROM ITS GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR UNLAWFUL ACTS OR OMISSIONS, AND REGARDLESS OF THE NATURE OF THE CLAIM, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COST OF COVER, LOST PROFITS, LOST GOODWILL, LOST USE OR PERFORMANCE OF ANY PRODUCTS, SERVICES, OR OTHER PROPERTY, OR LOSS OR IMPAIRMENT OF DATA, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EACH PARTY'S MAXIMUM, CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID OR PAYABLE FOR THE APPLICABLE SWARM HARDWARE OR SWARM SERVICES THAT GAVE RISE TO THE CLAIM.

13.1 Swarm shall not be liable for any act or omission of Customer or of any other person or entity furnishing equipment, products, or services to Customer, nor shall Swarm be liable for any damages or losses of any kind whatsoever due to any act or omission of Customer or the failure of such equipment, products, or services.

14. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all applicable United States or foreign laws, regulations, or statutes governing or relevant to the performance of its obligations under this Agreement. Customer further warrants and commits that it is aware of the requirements of and will at all times conduct its activities under this Agreement in compliance with applicable U.S. export laws and the provisions of the U.S. Foreign Corrupt Practices Act at 15 U.S.C. §§ 78dd-1, et seq and similar U.S. or applicable foreign anti-corruption laws and it will take no action that might cause Customer or Swarm to be in violation of such laws..

15. **MISCELLANEOUS.**

    15.1.   **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by electronic communications (with acknowledgment of complete transmission). Notices to Swarm shall be sent to: 390 W Java Dr, Sunnyvale, CA 94089, USA,

email: info@swarm.space. Swarm will send notices to Customer to the email address (and/or physical address) Customer provides to Swarm.

15.2. <u>**Assignment**</u>. Neither this Agreement, nor any of the rights, interests, or obligations hereunder, shall be assigned or transferred by Customer hereto (whether by operation of law or otherwise) without the prior written consent of Swarm. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of Customer's respective successors and permitted assigns. Swarm can assign this Agreement, in whole or in part, without notice to you and in our sole discretion, to any entity that controls, is controlled by, or is under common control Swarm, or any entity that is a successor in a sale, spinoff, acquisition or merger of Swarm, provided that the assignee can lawfully perform the obligations of the assignor.

15.3. <u>**Disputes and Arbitration**</u>. The parties shall endeavor to resolve any disputes or differences amicably through dialogue and appropriate executive escalation. Any disputes arising under this Agreement which cannot be amicably resolved, may, by mutual written agreement of the parties, be referred for arbitration in San Jose, California before a single arbitrator under the Rules of Arbitration ("Rules") of the American Arbitration Association ("AAA"), which arbitration can be conducted remotely if travel is not feasible at the time of any such arbitration. Arbitration is to be held in the English language. Neither party will challenge the jurisdiction or venue provisions as provided in this Section. Each party shall be responsible for its own costs incurred in any arbitration proceeding unless otherwise specifically ordered by the arbitrator.

15.4. <u>**Governing Law**</u>. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of California, United States of America, without regard to conflict of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

15.5. <u>**Independent Parties**</u>. The parties are independent contractors and nothing in this Agreement creates a partnership, joint venture, or agency relationship. Neither party shall have any authority to bind the other in any manner or hold itself out as having any right, authority, or agency to act on behalf of the other party, except as specifically authorized in this Agreement.

15.6. <u>**No Press Release**</u>. Neither party has the authority to make any public statements or announcements, including to a governmental authority, without the prior consent of the other party, such consent shall not be unreasonably withheld, except that Swarm may use and disclose Customer's name in conjunction with an announcement and/or identification of Customer as a customer.

15.7. <u>**Force Majeure**</u>. Except for Customer's payment obligations to Swarm, neither party will be liable for failures or delays in performance due to causes beyond its reasonable control, including, but not limited to, war, strikes, lockouts, fire, flood, storm, or pandemics. Both parties will use commercially reasonable efforts to minimize the effects of such failures or delays.

15.8. <u>**Severability**</u>. If any part of this Agreement shall be held invalid or unenforceable, such determination shall not affect the validity or enforceability of any remaining portion, which shall remain in force and effect as if this Agreement had been executed without the invalid or unenforceable portion.

15.9. <u>**Survival**</u>. Any terms and conditions of this Agreement that by their nature reasonably should survive termination or other expiry of this Agreement, shall so survive.

15.10. <u>**Amendment; Entire Agreement**</u>. Swarm may modify or update this Agreement from time to time, so Customer should consult this page regularly for any changes. By continuing to use or access Swarm Hardware and/or Swarm Services, Customer agrees to be bound by Swarm's then-current

Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Swarm does not accept any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained or referenced in any purchase order or other document.

15.10 <u>Order of Precedence</u>. In the event of a conflict between this Agreement and any Exhibit or a Sales Order, unless expressly provided otherwise therein, the terms of this Agreement shall prevail.

EXHIBIT A
SWARM PRICING

1. **Swarm Hardware**. The Swarm Hardware comprises a Swarm satellite data modem that transmits and receives data to and from the Swarm Network and includes an evaluation board, tripod, satellite antenna, GPS antenna, and U.FL cable.

2. **Data Plan** means the subscription to Swarm Services that enables Customer to send and receive data through the Swarm Network.

3. **Pricing**. By executing a Sales Order, Customer agrees to the following:

a) Pricing listed at https://swarm.space/product/swarm-eval-kit/ at the time that the Sales Order is executed and finalized. Receipt of Sales Order will be confirmed by electronic notice from Swarm.

a) The Data Plan includes 750 messages per month.

b) After 750 messages are reached within a month, Swarm will shut off the Unit until the next month.

c) Customers may send a maximum of 60 downlink messages (out of the 750 total messages) per Data Plan. Customers that exceed more than 60 downlink messages in a month will be unable to initiate new downlink messages from within the Swarm Hive for the remainder of that month.

d) Usage is invoiced based on a billable message size of 192 bytes. E.g., a ten (10) byte message is billed as a 192-byte message. There are no minimums, connection fees, or implementation costs.

e) The Data Plan fee is required to be paid annually in advance on the Activation Data for each Hardware device and is non-refundable.

f) The "Activation Date" shall be the first of the month following the date when fifty (50) cumulative data messages are sent.

g) Thereafter, the Data Plan subscription term will automatically renew for successive one (1) year renewal terms unless either Party gives the other Party electronic notice of non-renewal at least twenty-eight (28) days prior to the commencement of any renewal term. The Data Plan fee will be charged annually upon the subscription renewal term and is payable in accordance with the Agreement.

h) Usage is calculated per device, per calendar month, with no pooling or sharing of data between devices, and no rollover of data to future months or pull forward of data from future months.

i) In the event Customer's payment method fails, Swarm will provide notice and Customer will have 7 days to provide payment. If payment is not received, Swarm shall have the right to immediately suspend or terminate access to the Swarm Network.

j) In the event Customer does not pay to renew its Data Plan, the renewal date has passed, and the Swarm Hardware device is deactivated, Customers can reactivate the Swarm Services and Data Plan for any device at any time. Customers can reactivate the Swarm Services by contacting Swarm at support@swarm.space and paying the Data Plan unpaid balance (if required) and fee. After payment is received, Swarm will have up to ninety (90) days to reactivate the Swarm Services to that device, and the new Activation Date will be the date the device is activated. Depending on the version of Swarm Hardware and Swarm firmware, the device may have to be re-programmed using a wired connection to the Swarm Hardware.

EXHIBIT B
SWARM HARDWARE WARRANTY

SWARM HARDWARE WARRANTY
What Is Covered: Any defects which are traceable to the original material and workmanship of the Swarm Hardware.

Swarm Hardware Warranty: The earlier of twelve (12) months from the date of first activation of the Swarm Hardware on the Swarm Network or eighteen (18) months from original ship date of the Swarm Hardware.

What We Will Do: As Swarm's sole obligation, and Commercial Customer's sole and exclusive remedy, Swarm shall repair or replace defective Swarm Hardware at its sole discretion, in accordance with this warranty. Swarm Hardware that is older than thirty (30) days may be replaced with refurbished Swarm Hardware. Replacement Swarm Hardware will be warranted for the longer of the balance of the original warranty period or ninety (90) calendar days from the date of shipment of the repaired or replaced Swarm Hardware.

What Commercial Customer Must Do: For replacement or repair of defective Swarm Hardware during the warranty period, Commercial Customer is required to obtain a Return Material Authorization ("RMA") number by sending an email to returns@swarm.space, as further described in the RMA process at https://swarm.space/customerdocs/.

Warranty Exclusions: The Swarm Hardware warranty does not cover defects or nonconformities in the Swarm Hardware caused by misuse, neglect, abuse, accident, alteration, improper storage (i.e., the Swarm Hardware must be stored in a sealed and non-condensing environment free from salt-water or salt-air), improper maintenance, or modification by any third party. Swarm Hardware packaged incorrectly for return may be damaged in shipping, which will invalidate this warranty with respect to such Swarm Hardware, and may cause Commercial Customer to incur a corresponding repair or replacement charge.

Additionally, Swarm is not responsible for, and the warranty does not cover, service outages resulting from Customer's failure to follow instructions, including but not limited to, obstructing Swarm Hardware's line of sight; incompatible installation environments; problems with Customer's electrical power or network equipment; interference of Swarm Hardware by other emitting devices; or too many active or parallel network connections.