

Oxit Standard Terms and Conditions

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Preamble

NOTICE: This Proposal and all information disclosed in or in connection with it are confidential and proprietary to Oxit, LLC ("Oxit"), except to the extent expressly identified as belonging to a third party or otherwise provided in a written agreement between the parties. The information may include Oxit trade secrets, know-how, designs, architectures, specifications, schematics, software, firmware, source and object code, methodologies, processes, pricing, and other technical or commercial information, and is protected whether or not it is marked or identified as confidential, proprietary, or a trade secret.

Recipient may use this information solely to evaluate and, if executed, perform this Proposal, and may not otherwise use or disclose it except with Oxit's prior written approval or under and pursuant to an executed Non-Disclosure Agreement. Recipient's receipt of this Proposal does not waive any confidentiality, trade secret, or intellectual property right of Oxit, and inadvertent disclosure does not waive any such right.

All right, title, and interest in Oxit's pre-existing intellectual property, proprietary technology, confidential information, and trade secrets, including any modifications, improvements, derivatives, tools, libraries, methods, or know-how developed independently of or outside any customer-specific

assignment, remain exclusively with Oxit as further set forth in Section 7, and are not transferred except under a written agreement executed by Oxit.

1. Definitions

1. Definitions. "Oxit" means Oxit, LLC. "Customer" means the entity executing a Proposal that incorporates these Terms. "Proposal" means the order document, statement of work, product order, or service plan executed by both parties that references these Terms. "Commercial Terms" means the deal-specific commercial provisions set forth in the Proposal (price, payment schedule, warranty term, delivery, Net days, scope). "Deliverables" means the hardware, firmware, software, documentation, and services identified in the Proposal. "Background IP" means intellectual property owned or licensed by a party prior to the Effective Date or developed independently of the Proposal. "Foreground IP" means intellectual property created in the performance of the Proposal.

2. Order of Precedence

2. Order of Precedence. In the event of conflict: (a) executed addenda > (b) Commercial Terms in the Proposal > (c) these Standard Terms > (d) Oxit's quote or marketing materials.

3. Scope and Out-of-Scope

3. Scope.

3.1 Oxit will provide only the Deliverables expressly identified in the Proposal.

3.2 Out-of-Scope. The following are out of scope unless expressly added by signed change order: (a) work at Customer or third-party sites; (b) integration with systems not named in the Proposal; (c) regulatory certification not named in the Proposal; (d) on-site installation, deployment, or training; (e) ongoing operations, monitoring, or support after delivery; (f) cybersecurity audits or penetration testing; (g) custom enclosures, mechanical design, or industrial design; (h) data migration; (i) anything not explicitly listed as a Deliverable.

4. Pricing, Invoicing, and Payment

4. Pricing, Invoicing, and Payment.

4.1 Price Validity. Hardware pricing in a Proposal is valid for twelve (12) months from Proposal date. Beyond twelve months, Oxit may revise pricing to reflect then-current component cost.

4.2 Component Cost Pass-Through. If component costs increase by more than 10% between Proposal date and order placement, Oxit may pass through the actual cost increase with documentation.

4.3 Tariffs and Duties. Tariffs, duties, customs fees, and similar government charges are not included in the price and will be invoiced as actual cost plus reasonable handling.

4.4 Payment Terms. Standard payment terms are Net 30 unless otherwise stated in the Commercial Terms.

4.5 Late Fees. Past-due balances accrue interest at 1.5% per month (18% APR) or the maximum rate permitted by law, whichever is less.

4.6 Suspension for Non-Payment. Oxit may suspend performance, delivery, cellular connectivity, cloud services, and warranty obligations on fifteen (15) days' written notice of any past-due balance. Suspension does not relieve Customer of payment obligations and does not extend any deadline. Oxit will resume performance within five (5) business days of receiving payment in full.

4.7 Collections. Customer is responsible for Oxit's reasonable collection costs, including attorneys' fees, on any account referred to collections.

4.8 Retainers and Deposits. Where the Proposal requires a retainer or deposit, that amount is applied at project completion unless the Proposal states otherwise. Retainers are non-refundable except as set forth in the Termination for Convenience clause.

5. Acceptance

5. Acceptance.

5.1 Hardware. Hardware Deliverables are accepted upon delivery unless Customer provides written notice of non-conformance within fifteen (15) days of delivery.

5.2 Firmware/Software. Firmware and software Deliverables are accepted upon Customer's verification against the acceptance criteria stated in the Proposal, or fifteen (15) days after delivery, whichever is earlier. If no acceptance criteria are stated, acceptance occurs upon delivery.

5.3 Deemed Acceptance. Use of the Deliverables in production, sale to a third party, or absence of written non-conformance notice within the period in 5.1 or 5.2 constitutes acceptance.

6. Warranty

6. Warranty.

6.1 Hardware Warranty. Oxit warrants that production hardware Deliverables will conform to the Proposal specifications and be free from defects in material and workmanship for twelve (12) months from delivery, unless the Commercial Terms state a different term.

6.2 Prototype / POC Disclaimer. Hardware identified as prototype, proof-of-concept, engineering sample, or development unit is provided AS-IS WITH NO WARRANTY. Such units are not for production use, resale, or deployment in safety-critical applications.

6.3 Exclusions. The warranty does not cover: (a) damage from misuse, abuse, accident, or modification; (b) damage from environmental conditions outside the Deliverable's specifications; (c) consumables or wear items; (d) firmware modifications by Customer or third parties; (e) Customer-furnished components.

6.4 Remedy. Oxit's sole obligation under warranty is, at its option, to repair, replace, or refund the price of the non-conforming Deliverable. Customer must obtain an RMA before returning any unit.

6.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, OXIT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Intellectual Property

7. Intellectual Property.

7.1 Background IP — Retained. Each party retains all right, title, and interest in its Background IP. Nothing in any Proposal transfers, assigns, or licenses

Background IP except as expressly stated in this Section 7.

7.2 Oxit Background IP. Oxit's Background IP is defined broadly and includes, without limitation: (a) Oxit's hardware reference designs, schematics, layouts, BOM templates, mechanical and electrical design libraries; (b) Oxit's firmware libraries, drivers, bootloaders, and middleware; (c) Oxit's cloud platform, server-side code, APIs, data models, and infrastructure-as-code; (d) the MCM and Carbon Gateway product architecture, including module boundaries, communication protocols, and interface specifications; (e) Oxit's tools, methodologies, frameworks, scripts, test harnesses, and development environments; (f) Oxit's pre-existing know-how, processes, techniques, design patterns, and trade secrets; (g) any modifications, enhancements, derivatives, or improvements to any of the foregoing, whether created before, during, or after performance of the Proposal. Oxit Background IP is and remains the sole and exclusive property of Oxit. The Deliverables may incorporate Oxit Background IP; this incorporation does not transfer ownership of, or grant any rights in, the Background IP beyond the limited license in Section 7.5.

7.3 Foreground IP — Customer-Specific Work Product. "Foreground IP" means new intellectual property created by Oxit specifically for Customer in the performance of the Proposal that (i) is unique to Customer's product, application, or use-case, and (ii) does not consist of, modify, or derive from Oxit Background IP. Subject to Sections 7.2, 7.4, and 7.6, Customer will own the Foreground IP upon Customer's payment in full of all amounts owed under the Proposal. Until full payment, all Foreground IP remains Oxit's sole property.

7.4 Carve-Outs from Foreground IP. The following are NOT Foreground IP and remain Oxit's property regardless of payment: (a) any improvement, modification, derivative, or enhancement of Oxit Background IP, even if created during the Proposal; (b) any code, design, or method that is general-purpose, reusable across customers, or applicable to Oxit's product roadmap; (c) any tools, scripts, test harnesses, or internal infrastructure created in performance of the Proposal; (d) any know-how, methodology, technique, or design pattern that does not contain Customer's confidential or proprietary information; (e) any platform-level or architectural improvements not unique to Customer's specific application.

7.5 License to Customer for Embedded Background IP. To the extent the Deliverables embed Oxit Background IP, Oxit grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide license to use that embedded Background IP solely as integrated within the Deliverables, in the field of use stated in the Commercial Terms (or, if none, in Customer's ordinary

business). Customer may not extract, reverse-engineer, separately use, sublicense, or distribute the Background IP outside the Deliverables. The license is conditional on Customer being current on all payments; Oxit may suspend the license per Section 4.6 for any past-due balance.

7.6 Residual Knowledge. Nothing in the Proposal restricts Oxit's employees and contractors from using general engineering knowledge, skills, ideas, concepts, techniques, and know-how retained in unaided memory, provided that they do not knowingly disclose Customer's Confidential Information. Oxit may use such residual knowledge in its business, including in work for other customers and on its own products, without obligation to Customer.

7.7 No Implied Licenses. No license is granted by implication, estoppel, exhaustion, or otherwise. Embedded use of Oxit Background IP does not transfer ownership. Acceptance of, or payment for, a Deliverable does not enlarge any license beyond Section 7.5.

7.8 Customer Materials. Customer grants Oxit a non-exclusive, royalty-free license to use Customer-furnished materials, specifications, and confidential information solely as needed to perform the Proposal.

8. Confidentiality

8. Confidentiality.

8.1 Each party will protect the other party's Confidential Information with the same care it uses for its own confidential information, and not less than reasonable care.

8.2 Confidential Information does not include information that is (a) public through no fault of the receiving party, (b) independently developed, (c) received from a third party without obligation, or (d) required to be disclosed by law (with prompt notice to the disclosing party where lawful).

8.3 Obligations survive three (3) years after termination of the Proposal, except trade secrets remain protected as long as they qualify as trade secrets under applicable law.

8.4 If a separate NDA is in effect between the parties, that NDA controls Confidential Information matters.

9. Indemnification

9. Indemnification.

9.1 By Oxit. Oxit will defend Customer against third-party claims that the Deliverables, as delivered, infringe a U.S. patent, copyright, or trade secret, and will pay damages finally awarded.

9.2 Carve-outs. 9.1 does not apply to claims arising from: (a) Customer-furnished designs, components, or specifications; (b) modifications by anyone other than Oxit; (c) combination with non-Oxit products not contemplated in the Proposal; (d) use outside the field of use; (e) continued use after Oxit provides a non-infringing alternative.

9.3 By Customer. Customer will defend Oxit against third-party claims arising from Customer's use of the Deliverables outside the Proposal scope, Customer-furnished materials, or Customer's products incorporating the Deliverables.

9.4 Sole Remedy. Section 9 states each party's sole liability and exclusive remedy for IP infringement.

10. Limitation of Liability

10. Limitation of Liability.

10.1 Excluded Damages. NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY.

10.2 Cap. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PROPOSAL WILL NOT EXCEED THE FEES PAID BY CUSTOMER UNDER THE PROPOSAL IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10.3 Carve-outs from Cap. The cap does not apply to: (a) Customer's payment obligations; (b) breach of Section 8 (Confidentiality); (c) Section 9 (Indemnification); (d) gross negligence or willful misconduct.

11. Termination

11. Termination.

11.1 For Cause. Either party may terminate on thirty (30) days' written notice for material breach not cured within the notice period.

11.2 Insolvency Event. Either party may terminate on written notice upon: (i) appointment of a receiver for the other party or its property; (ii) general assignment for the benefit of creditors; (iii) commencement of bankruptcy, insolvency, or debtor's-relief proceedings not dismissed within sixty (60) days; or (iv) liquidation or dissolution.

11.3 For Convenience. Customer may terminate for convenience on thirty (30) days' written notice. Upon termination for convenience, Customer will pay: (a) all fees for work performed and Deliverables delivered through the termination date; (b) non-cancelable third-party commitments (components, NRE, tooling); (c) wind-down costs reasonably incurred by Oxit; (d) work-in-process, finished goods, and Parts in inventory or on order to fulfill outstanding purchase orders, at one hundred fifteen percent (115%) of Oxit's cost.

11.4 Inventory Disposition (MSA / Recurring Orders). On termination of an MSA or recurring-order arrangement, Oxit will provide a written inventory of components and finished goods on hand. Customer has sixty (60) days to either (a) issue a final purchase order for the inventory at one hundred fifteen percent (115%) of Oxit's cost, or (b) authorize disposition. After 60 days, Oxit may dispose at its discretion and invoice Customer for the inventory.

11.5 Return of Materials. Upon termination, each party will promptly return or destroy the other party's Confidential Information and any customer-furnished materials in its possession.

11.6 Survival. Sections 4 (amounts owed), 6.5, 7, 8, 9, 10, 11, 12, 13, 14, 15 survive termination.

12. Connectivity and Cloud Services

12. Connectivity and Cloud Services.

12.1 Cellular Connectivity. Where the Proposal includes cellular connectivity, service is provided on a pass-through basis from Oxit's MNO partner. Oxit is not liable for outages, coverage gaps, or carrier price changes.

12.2 Cloud Services. Cloud services are provided as available. Oxit targets but does not guarantee a specific uptime unless stated in the Commercial Terms.

12.3 Data. Customer owns its application data. Oxit may use anonymized telemetry for product improvement.

12.4 Suspension. Oxit may suspend connectivity and cloud services per 4.6.

13. Export and Compliance

13. Export and Compliance. Customer will comply with U.S. export control and sanctions laws. Customer will not export, re-export, or transfer the Deliverables to any restricted destination, end-user, or end-use without required authorizations.

14. Insurance

14. Insurance. Oxit maintains commercial general liability, professional liability, and workers' compensation insurance at commercially reasonable levels. Certificates available on request.

15. General

15. General.

15.1 Governing Law. North Carolina law, without regard to conflicts of laws. Exclusive venue: state and federal courts in Mecklenburg County, North Carolina.

15.2 Disputes; Attorney Fees. Parties will attempt good-faith resolution before litigation. Either party may seek injunctive relief for IP or confidentiality breaches without exhausting good-faith resolution. The prevailing party in any action to enforce this Agreement is entitled to recover its reasonable attorneys' fees and costs.

15.3 Force Majeure. Neither party is liable for delays caused by events beyond reasonable control (natural disaster, war, pandemic, government action, supply chain disruption, labor action).

15.4 Assignment; Successors. Neither party may assign without consent, except to a successor by merger, acquisition, or sale of substantially all assets. The Proposal binds and inures to the benefit of the parties and their respective legal representatives, successors, and permitted assigns.

15.5 Notices. Notices to Oxit: legal@oxit.com with copy to billing@oxit.com. Notices to Customer: contact set forth in the Proposal.

15.6 Entire Agreement. The Proposal, these Terms, and any signed addenda constitute the entire agreement and supersede all prior discussions. Customer

purchase order terms (including pre-printed terms on POs) are expressly rejected unless separately signed by Oxit.

15.7 Severability. If any provision is unenforceable, the remainder continues in effect.

15.8 No Waiver. Failure to enforce is not a waiver.

15.9 Counterparts. Electronic signatures and counterparts are effective.

15.10 Independent Contractor. Oxit is an independent contractor. Nothing in the Proposal creates an employment, partnership, joint venture, or agency relationship between the parties. Neither party may bind the other.

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Prior versions. See </terms/> for the version index.

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