

**FIRST LIGHT IMAGING CORP.
TERMS AND CONDITIONS OF SALE**

Effective as of July 06, 2020

These Terms and Conditions of Sale (collectively, the "Terms") shall apply to any and all quotations, offers, and sales by First Light Imaging Corporation, a Delaware corporation, and its parents, subsidiaries, and affiliates (collectively "FLI") to any individual or corporate entity, or any affiliate, parent, subsidiary, successor or licensee of such individual or entity (each, collectively, a "Purchaser") of any products which FLI makes or shall make available for purchase (collectively, the "Products").

These Terms may be incorporated by reference into any agreement for the purchase of Products (each, an "Agreement"), and by placing an Order (as such term is defined herein) with FLI, Purchaser agrees to be bound by the Terms which are in effect at the time of such Order, upon acceptance of such Order. If a Purchaser does not agree with these Terms, such Purchaser should not place an Order with FLI. If Purchaser is placing an Order on behalf of an organization, Purchaser is agreeing to these Terms on behalf of the organization.

FLI reserves the right to amend or modify these Terms at any time. Such amendments and modifications shall have effect: (i) on all Orders and Agreements entered into following the effective date of such amendments or modifications, and (ii) on any existing Order or Agreement on the date which is thirty (30) days following notification of such amendments or modifications by FLI to Purchaser, unless Purchaser has notified FLI within such thirty (30) day period that it objects to same.

Goods and Services Provided

Description of Products

FLI designs, manufactures, re-sells, and distributes Products consisting primarily of ultra-fast and ultra-sensitive scientific cameras that allow Purchasers to take photographs in any spectra, including visible, infrared, and ultraviolet. The Products may or may not contain a sensor (the "Sensor"). A list of Products is available on FLI's website located at andor.oxinst.com (the "Site"), though such list may not be exhaustive, and shall be subject to change by FLI at any time.

Order Procedure

Order Information

Purchasers wishing to purchase a Product must first complete a "Request for Quotation", as available on the Site. The Request for Quotation requires the Purchaser to provide certain contact information, explain the end use for the Products, and provide any necessary special requests.

A Request for Quotation shall not bind FLI to manufacture, sell or otherwise furnish a potential Purchaser with a Product. FLI reserves the right to refuse any Request for Quotation for any or no reason.

Order Quotation and Acceptance

FLI shall, at its discretion, use the information furnished by Purchaser in the Request for Quotation to generate a quotation for the Product (each, a "Quotation"). In providing such Quotation, FLI shall rely on any and all information furnished by the Purchaser to FLI via the Request for Quotation. Quotations are not valid unless and until accepted in writing by the Purchaser. If a Quotation is not accepted by the Purchaser within thirty (30) days of FLI's delivery thereof, then such Quotation shall be null and void, and of no further force or effect.

If and when a Quotation is accepted by the Purchaser in writing, the parties shall have thirty (30) days to agree on the specific terms of an order of one or more Products (each, an "Order"). Each Order must be memorialized in a written Agreement duly executed by the parties (which may consist of a confirmed Order and these Terms incorporated by reference). If the parties have not executed such an Agreement within thirty (30) days of Purchaser's acceptance of the Quotation, such Quotation shall expire and be null and void, and of no further force and effect. Either party may elect not to execute such an Agreement for any or no reason.

In no case shall FLI be obligated to furnish a potential Purchaser with a Product except pursuant to the foregoing procedures, and any other purported offer, acceptance or promise, whether verbal or in writing, shall be null and void, and of no force or effect.

In the event the terms of any Agreement differ from any provision of these Terms, these Terms shall control, unless and except as otherwise expressly agreed upon by the parties and set forth in such Agreement.

Order Information

Purchaser is responsible for furnishing complete and correct information and specifications to FLI. In the event Purchaser believes that Purchaser has provided incorrect information or specifications, Purchaser is advised to contact FLI immediately.

Cancellation

Purchasers may not cancel Orders once such Orders are placed with FLI.

Pricing and Payment

Pricing Terms

For Products that do not require Government Authorization (as such term is defined below), the price of all such Products shall be paid as follows:

- Fifty percent (50%) upon the creation of an Order by the Parties (a "Purchaser Deposit"); and
- Fifty percent (50%) on the date that the Products are delivered to the Purchaser.

For Products that do require Government Authorization (as such term is defined below) the price for all such Products shall be paid as follows:

- Ten percent (10%) upon the creation of an Order by the Parties (the "Initial Deposit");

- Forty percent (40%) within fifteen (15) days after Purchaser receives notice that the requisite Government Authorization has been obtained (the "Government Authorization Deposit"); and
- Fifty percent (50%) on the date that the Products are delivered to the Purchaser.

If a Government Authorization is rejected for any reason, FLI will reimburse the Purchaser for the amount of the Initial Deposit within fifteen (15) days of FLI's receipt of express notice of any such rejection, or on the date which is nine (9) months following the date of the initial request for Government Authorization if none has been obtained by such time, with no interest due on the amount of such Initial Deposit.

As used in these Terms, "Purchaser Deposit", "Initial Deposit", and "Government Authorization Deposit" may be collectively referred to as a "Deposit".

Late Payment, Interest, and Cancellation

Time is of the essence with respect to all payments owed by Purchaser hereunder. Any payment which is not made by the requisite date shall automatically accrue interest at the rate of twelve percent (12%) per annum, or the maximum rate permitted by law if such rate is less than twelve percent (12%) per annum. Such interest shall compound on a monthly basis and shall be pro-rated for any partial year. Nothing in these Terms shall require FLI to give notice to Purchaser of such late payment.

Without limiting any other term hereof, Purchaser's failure to transmit payment to FLI on or before any date on which payment is due shall constitute a breach of this Agreement. Upon such breach, FLI shall be entitled to cancel the applicable Order(s) from Purchaser, without limitation of any other rights or remedies which FLI may otherwise have at law or in equity. FLI shall be entitled to keep, and shall have no obligation to return to Purchaser, any and all Deposits in the event an Order is cancelled based on Purchaser's failure to remit payment in accordance with these Terms.

Currency

The Order shall set forth the currency in which the Products shall be purchased. If no such currency is set forth in an Order, or otherwise in an Agreement, then the purchase price for the Products shall be paid in United States Dollars.

Method of Payment

Payment for Orders shall be made by wire transfer, unless the parties mutually agree to an alternate payment method in writing. To the fullest extent permitted by applicable law, FLI hereby disclaims, and Purchaser hereby releases FLI from and against, any and all damages, expenses, costs or other liabilities in connection with the handling and processing of such payment(s) and/or any use or disclosure of Purchaser's information, as a result of the use of such third party payment platforms.

Taxes and Other Charges

FLI reserves the right to charge to Purchaser any applicable taxes (other than FLI income taxes), including, without limitation, import duties and sales taxes, when FLI is required by applicable law to pay same. FLI currently fulfills Orders from its manufacturing facilities in France.

Accordingly, Orders placed in the United States may incur customs duties or import duty charge, which shall be paid by Purchaser.

Product Testing

Product Testing

Prior to delivery of any Product, FLI shall conduct verifications and testing ("Testing") to ensure that such Product conforms to Purchaser's specifications. In conducting such Testing, FLI shall be entitled to rely on the specifications provided by Purchaser.

Product Acceptance

FLI will provide the reports on the tests establishing compliance of the Product to the Purchaser on delivery of the Product.

Delivery of Products

Delivery Schedule

Except as set forth in these Terms, Products which do not require Government Authorization shall be delivered not later than nine (9) months after receipt of the Deposit.

Except as set forth in these terms, Products which require Government Authorization shall be delivered no later than nine (9) months of FLI's receipt of such Government Authorization, and Purchaser's payment of the Government Authorization Deposit.

FLI's delivery obligations hereunder shall be expressly subject to Purchaser's timely payment of all amounts owed hereunder.

Delivery Method and Time of Delivery

All shipping and delivery terms shall be in accordance with international trade standards, specifically Incoterms 2010. Delivery shall be on a Free Carrier ("FCA") basis from the Marseille Provence Airport (MRS), and FLI shall provide the Purchaser with the date of availability on which the Products must be collected by Purchaser or by Purchaser's authorized agent.

If Purchase does not take delivery on the allotted date, Purchaser shall bear all risk of loss or damage after such date, and FLI may, at its sole discretion, dispose of the Product in any manner it chooses, or elect to sell, transfer, or otherwise hypothecate the Products to a third party. FLI may further hold the Purchaser responsible for any storage and handling fees, without prejudice to any other indemnification to which it is entitled.

All Products shall be inspected and accepted by Purchaser under the terms of Delaware Commercial Code, including 5A Del. C. 1953, §2-606. Purchaser assumes any and all risks related to the shipment of the Products. Purchaser shall be solely responsible for obtaining any and all necessary insurance coverage and for filing any and all claims, if and as necessary, with shipping carriers for damaged or lost shipments.

Documentation

FLI shall undertake reasonable efforts to provide all user manuals, instructions, and other technical documents ("Documentation") with the Products upon delivery, which can also be downloaded from FLI's site, at the following address: andor.oxinst.com/downloads/. FLI grants to Purchaser a limited, non-exclusive license to use such Documentation solely for and in connection with its use of the Products. Purchaser agrees that it shall not copy, reproduce, disseminate, publish or otherwise provide such Documentation or any portion thereof to any third party without FLI's prior written consent, which may be withheld at FLI's discretion.

Delays

FLI shall undertake reasonable efforts to inform Purchaser of any unforeseen delays in the delivery of the Products. Notwithstanding the foregoing, the delivery of any particular product may be delayed by a "Force Majeure Event" as such term is defined herein.

Compliance with Laws

Import/Export Control Laws

Products may be subject to the import/export control laws of France, the United States and other countries that may lawfully control the import/export of such items. Accordingly, Purchaser agrees it will not request or facilitate the transfer of Products except in compliance with applicable laws, rules and regulations. Purchaser will indemnify and hold FLI harmless from any claims, liabilities, damages, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) that FLI may incur due to Purchaser's non-compliance with applicable laws, rules, and regulations. Purchaser will immediately notify FLI of any violation of any law, rule, or regulation, which may affect FLI or relate to the activities covered under these Terms.

Government Authorization

If an export/import license, permit, or other government required authority (collectively referred to as "Government Authorization") is required in order for FLI to deliver the Products to Purchaser, then FLI's obligations under these Terms, and any Order or Agreement, shall be expressly subject to and conditioned upon the relevant parties obtaining such Government Authorization. If such Government Authorization is not obtained, for any reason, then FLI shall not be obligated to proceed with delivery of any Product unless and until the required Government Authorization is obtained. Purchaser agrees to indemnify and hold FLI harmless from any claims, liabilities, damages, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) that FLI may incur due to Purchaser's non-compliance with, or failure to obtain, any such Government Authorization which Purchaser is legally obligated to obtain. Purchaser will immediately notify FLI of any violation of any export law, rule, or regulation, which may affect FLI or relate to the activities covered under these Terms.

If Purchaser is located in the United States, Purchaser specifically agrees that it shall not take any action, or request that FLI take any action, which does or may constitute a violation under (i) the International Traffic in Arms Regulations ("ITAR"); (ii) the Export Administration Regulation ("EAR"); (iii) the Wassenaar Arrangement; or (iv) European Council Regulation No. 428/2009 ("Reg. 428/2009"). Purchaser agrees to indemnify and hold FLI harmless from any claims, liabilities, damages, penalties, forfeitures, and associated costs and expenses (including

attorneys' fees) that FLI may incur as a result of any violation of ITAR, EAR, the Wassenaar Arrangement, or Reg. 428/2009.

The parties acknowledge that the Products are manufactured, and that delivery may occur, in France. Further, the parties acknowledge that certain Products do or may fall within the scope of the definition of "dual-use goods" (civil and military) governed by regulation n°428/2009 of the council of 5 May 2009 establishing a community regime for verification of exports, transfers, brokering and shipping of dual-use goods, and thus is subject to export authorization by the French government (*Ministère de l'Economie, de l'Industrie et de l'Emploi, Service des Biens à Double Usage*/French Ministry of Finance, Industry and Employment, Dual-Use Goods Service), in application of such community regulation, n°428/2009. Therefore, Purchaser hereby represents and warrants to FLI that (i) such Product is intended strictly for civil use, and shall only be used in compliance with such regulation; and (ii) Purchaser shall not, under any circumstance, transfer, sell, or otherwise hypothecate its interest in such Product to any third party. Purchaser agrees to indemnify and hold FLI harmless from any claims, liabilities, damages, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) that FLI may incur as a result of Purchaser's breach of this representation and warranty. Further, for the purpose of obtaining the relevant export license, the Purchaser agrees to complete and sign, in its capacity as end user of the Product, the end-user certificate provided by FLI to be submitted to the French Administrative Authorities, and any other document that may be required by the French and/or European Administrative Authorities which is requested by FLI.

Government Contracts

If Purchaser uses any Products for the fulfilment of a contract with any government or public entity, including United States federal, state or local entities or any foreign government or public entity, or indirectly via a prime contractor or subcontractor of such governments or entities (collectively, "Government Contracts"), FLI makes no representations, certifications, or warranties whatsoever about compliance with government or public entity acquisition statutes or regulations, including, without limitation, statutes or regulations that may relate to pricing, quality, origin or content. Purchaser agrees to indemnify and hold FLI harmless from any claims, liabilities, damages, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) that FLI may incur as a result of any such Government Contracts.

Limited Warranty

Limited Warranty

Subject to the limitations set forth herein, FLI represents and warrants that the Products (including the Sensor, if applicable) will correspond, at the time of delivery, to the specifications provided to FLI by Purchaser, and shall be free from defects in material and workmanship (the "Limited Warranty"). Such Limited Warranty shall remain in effect for a period of two (2) years from the date Purchaser takes delivery of such Products; provided, however, that such Limited Warranty as it relates exclusively to the Sensor (which shall be supplied by a third party manufacturer), if and as included in a Product, shall remain in effect for such length of time as the original manufacturer's warranty shall be in effect. Therefore, for example purposes only, if there shall be eight months remaining on the original manufacturer's warranty for the Sensor at the time Purchaser takes delivery of a Product which incorporates such Sensor, then the Limited Warranty hereunder as it relates exclusively to the Sensor shall be in effect for eight months. FLI shall inform Purchaser of the length of time remaining on the original manufacturer warranty for the Sensor at the time the applicable Product is delivered to Purchaser.

Conditions

The Limited Warranty specified above is subject to the following conditions:

- FLI shall be under no liability with respect to defects arising in the Products as a result of any incorrect drawing, design, or specification supplied by Purchaser;
- FLI shall have no liability with respect to any defect which arises from wear and tear, willful damage, negligent or abnormal use of the Product, mishandling of the Product, Force Majeure Events, or failure to comply with FLI's instructions regarding the use and maintenance of the Product, including, but not limited to, all written instructions, and all instructions contained in the Documentation; and
- the Limited Warranty shall be limited to the Products themselves, and FLI shall have no liability with respect to any damages whatsoever which are caused to, or by, third party (or Purchaser's) parts, materials, or systems, as a result of or in connection with the integration or use of the Products.

Warranty Enforcement

To avail itself of the rights provided under the Limited Warranty, the Purchaser must submit, in writing, a detailed report regarding the defect exhibited by the particular Product (a "Defect Report"). Such Defect Report shall be submitted to FLI at support@first-light.fr with a copy of such Defect Report furnished to FLI by certified mail, or regular mail with return receipt requested, at the address listed below.

Purchaser shall have the burden of proving the defect is covered by the Limited Warranty. FLI shall have sole discretion to determine whether the Limited Warranty applies to any defect reported by Purchaser.

Returns

In the event the Limited Warranty applies, Purchaser shall return the Product to FLI within thirty (30) days of receiving written authorization from FLI to do so, in the same condition as the Product was originally delivered to Purchaser. Purchaser shall assume all costs, risk and liability in connection with the shipment and return of the Product. In the event the Product is not returned within the requisite time period, the Limited Warranty shall be void and of no further effect.

Liability and Other Warranties

Purchaser agrees to the following limitations on FLI's liability in connection with the Products:

Liability Upon Delivery

Except as otherwise provided herein, FLI disclaims any and all liability in connection with purchaser's use of any products, including without limitation liability to third parties, to the fullest extent permitted by law, as of the date such product is delivered to purchaser.

Products Offered “As Is”

Except as provided in these terms, FLI provides the products “as is” and on an “as available” basis. Accordingly, and to the maximum extent permitted by applicable law, FLI makes no warranties, express or implied, that the products will be uninterrupted, error-free or free of harmful components.

No Other Warranties

Except as expressly set forth in these terms, and to the fullest extent permitted by applicable law, FLI does not make any warranty regarding the products or any other subject matter of these terms. Any implied warranty, including without limitation any implied warranty of merchantability and fitness for a particular purpose, shall be limited in scope to the extent permitted by applicable law, and shall be limited in duration to the duration of the limited warranty set forth above, or to such period of time as permitted by applicable law, whichever shall be shorter.

Limitation of Liability

To the fullest extent permitted by law, in no event will FLI, its affiliates, suppliers or distributors be liable for (a) any indirect, special, incidental, punitive, exemplary or consequential damages however caused, on any theory of liability, including but not limited to loss of use, loss of actual or anticipated profits or benefits, or the cost of procuring a replacement product, whether or not FLI has been advised of the possibility of such damages, arising in any way out of these terms or in connection with the products, or any undertaking or performance that may be promised, performed, or executed to implement these terms.

Purchaser Warranties

In addition to the other warranties, representations and covenants set forth in these terms, by using the products or placing an order, purchaser warrants and represents that purchaser has the right and authority to agree to these terms and to use the products, that purchaser's use of the products shall not violate the rights of any third party or any contract with any third party, and that purchaser's use of the products, FLI's fulfilment of any orders, and the delivery of any products, shall not violate any applicable laws.

Purchaser Indemnification

Purchaser agrees to defend, indemnify and hold FLI harmless from and against any and all claims, liabilities, damages, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) that FLI may incur as a result of any breach by purchaser of any warranty, representation or covenant set forth in these terms.

Intellectual Property

FLI Intellectual Property Rights

The Products, the Site, all elements and components thereof, and all intellectual property rights therein (collectively, “FLI IP”) are protected by copyright, trademark, trade secret, trade dress, patent, and other United States and foreign laws, and are the sole and exclusive property of FLI. These Terms do not grant Purchaser any right, title or interest in or to the FLI IP, except as

necessary to use the Products in accordance with the Documentation, and as otherwise contemplated herein. Purchaser acknowledges and agrees that FLI may use and implement comments, suggestions, Testing results or other feedback as part of FLI's Products or services without any obligation to Purchaser. Nothing herein shall limit the legal transfer of ownership of the Products upon the satisfaction of all of Purchaser's obligations under these Terms, including without limitation the payment of all amounts owed hereunder.

Confidentiality

Purchaser acknowledges that all technical, commercial and financial information of any kind or nature regarding FLI or its Products which is disclosed to Purchaser, including without limitation the terms of any Quotation, Order or Agreement, is and shall remain the confidential information of FLI. Purchaser shall not disclose any such confidential information to any third party other than professional advisors bound by confidentiality requirements, or as required by law or court order, and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transactions contemplated herein.

Force Majeure

Either party may terminate or suspend an Order upon the occurrence of a "Force Majeure Event" as set forth herein. As used in these Terms, "Force Majeure Event" shall mean any event which prevents a party from performing its obligations under these Terms, or delays the performance of such obligations due to causes beyond that party's reasonable control, including acts of God, war, riot, terrorism, embargoes, union disputes and strikes, acts of civil or military authorities, fire, floods, earthquakes or fuel crises. In the event a Force Majeure Event shall prevent or cause a delay in the performance of an obligation as described above, each party agrees to give prompt written notice thereof to the other party, and to use reasonable commercial efforts to promptly resume performance upon the completion of such Force Majeure Event.

FLI shall have the right to terminate or suspend an Order, at its discretion, not more than once while any Force Majeure Event continues, and for such additional period of time, not in excess of ninety (90) days, as FLI requires, to make preparation for the fulfilment of such Order. FLI's election to suspend an Order shall not affect FLI's right to terminate such Order at a later date. As of the termination of suspension of an Order, the obligation of Purchaser to make payments shall cease, except to the extent that such payment became due prior to the occurrence of the Force Majeure Event.

If such suspension for a Force Majeure Event exceeds ninety (90) days, the parties shall make reasonable efforts to come to an agreement with respect to the fulfilment of such Order; provided, however, that in such event, either party shall be entitled to cancel the Order by providing written notice to the other party of same.

Breach

Without prejudice to any rights or remedies FLI may have under these Terms, or any Order or Agreement or at law, FLI may, by written notice to Purchaser, terminate with immediate effect any Order, Agreement, or any part thereof, without any liability whatsoever, if:

- Purchaser fails to make payment for any Products to FLI when due;
- Purchaser fails to accept a Product which conforms to Purchaser's specifications as provided to FLI;
- any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Purchaser, whether filed or instituted by Purchaser, voluntary or involuntary, a trustee or receiver is appointed over Purchaser, or any assignment is made for the benefit of creditors of Purchaser; or
- Purchaser violates or breaches any of the provisions of these Terms and/or any Order or Agreement.

Upon occurrence of any of the events referenced above, all payments to be made by Purchaser hereunder shall become immediately due and payable. Any other terms and conditions of these Terms, or of any Agreement or Order, which would reasonably be deemed to survive termination, including without limitation all warranty and indemnification obligations of Purchaser, shall be deemed to survive such termination.

Resolving Disputes

Choice of Law

The validity, performance, construction, and interpretation of these Terms, and any Order or Agreement, shall be governed by the laws of the State of Massachusetts, without regard to conflicts of law principles.

Venue and Jurisdiction

Purchaser agrees that jurisdiction for any legal action arising hereunder will be the federal and state courts located in Boston, Massachusetts. The parties hereby consent to the personal jurisdiction of such courts as described above.

Attorneys' Fees and Costs

In any legal action hereunder, the prevailing party shall be entitled to be reimbursed for attorney's fees and costs.

Miscellaneous

No legal advice

Nothing herein is intended, and shall not be deemed to, constitute legal advice, recommendations, or counseling under any circumstance and no attorney-client relationship is formed thereby. Purchaser is advised that Purchaser has the right to seek independent legal counsel in connection with these Terms, and any Order or Agreement between the parties.

Waiver, Severability & Assignment

Any failure on the part of FLI to enforce a provision under these Terms does not constitute waiver of any rights under these Terms, including the right to take action at a later date. If any provision of these Terms is found unenforceable by any court or administration body of competent jurisdiction, such provision shall be excluded from these Terms and the balance of the Terms shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with the intent of these Terms to the fullest extent permitted by law. Purchaser may not assign any of its rights under these Terms without the consent of FLI, and any such attempt will be null and void. FLI may assign its rights and obligations hereunder to any affiliate, parent or subsidiary, or to any successor in interest of any business associated with the Products.

Modifications

Upon the parties' agreement on an Order, neither party may change, amend or otherwise modify these Terms, or any term of such Order, without the written consent of the other party to be bound by such modification.

Notices

By using the Products or placing an Order, Purchaser consents to FLI providing Purchaser with any and all notices to the physical address and/or email address that Purchaser furnishes to FLI when placing an Order. For the avoidance of doubt, any notices sent under these Terms will be deemed received by Purchaser at the time and date they are sent by FLI.

Any and all notices required to be sent to FLI by Purchaser shall be sent to the following address, and shall be deemed received on the first business day following receipt thereof (or, for email messages, at the time that FLI has confirmed receipt):

First Light Imaging, S.A.S.
Europarc Sainte Victoire, Bât. 5
Route de Valbrillant, Le Canet
13590 Meyreuil, France
Email: support@first-light.fr

Relationship of the Parties

FLI shall be deemed an independent contractor for all purposes. There is no relationship of agency, partnership, joint venture, employment, or franchise between Purchaser and FLI. Purchaser and its agents, as applicable, do not have the authority to bind or commit FLI in any way, or to incur any obligation on FLI's behalf, except the obligations established in these Terms. These Terms are for the benefit of Purchaser and FLI and are not intended to confer upon any other person or entity any rights or remedies hereunder.