

XO RESERVATION

This reservation issued by the company identified below (“you”) to Sarcos Corp. (“Sarcos”) describes your reservation of one or more Guardian® XO® exoskeletons (“XOs”).

1. Nature of Reservation

Your reservation secures your position on the North American priority list for the number of XOs identified in this reservation, based on the order in which your reservation is received. Sarcos reserves the right to rearrange priority to account for government demand, industry requirements or other matters deemed appropriate by Sarcos. XOs will not be available until development and testing are complete.

2. Effective Date

Your reservation becomes effective when you fully complete this reservation form. Sarcos may decline reservations to avoid over-subscription, if your intended purpose is not allowed or as otherwise determined by Sarcos. Sarcos will notify you if your reservation is declined.

3. Order Process

Your reservation is not a lease or purchase of an XO. When the start of production to fulfill your reservation nears, Sarcos will request a deposit to maintain your reservation and will then work with you to finalize your robot as a service (“RAAS”) agreement, which will contain your RAAS price, terms and specifications. If you do not make your deposit and proceed with a RAAS at that time, Sarcos will remove your name from the reservation list.

4. RAAS terms

Your RAAS agreement will limit the use of your XO to specific purposes that are generally consistent with the purposes identified in your reservation. Pricing and delivery terms for the XO may not be available at the time of your reservation and, if available, are subject to change until confirmed in a RAAS agreement.

5. Your Personal Information

Personal information that you provide through this reservation will be maintained in accordance with the Sarcos privacy policy, available at <https://www.sarcos.com/company/privacy/>, and used only to complete your reservation, provide XO-related information, and prepare your RAAS agreement. You hereby give Sarcos consent to use your personal information for these purposes. You may opt out of receiving information from Sarcos, in which case Sarcos will use your information only to process your reservation.

6. Limitation of Liability:

Sarcos makes no warranty in connection with your reservation or the XO. Sarcos is not liable for any loss or damage if your reservation cannot be fulfilled, including (a) loss of opportunity; (b) lost opportunity cost; (c) loss of business; (d) reduction or damage to goodwill; (e) damage to name or reputation; (f) loss or corruption of data, regardless of whether such loss or damage is direct, indirect or consequential. Your sole and exclusive remedy for Sarcos’ failure to honor your reservation will be return of your deposit.

7. Miscellaneous

Your completion of your reservation constitutes your acceptance of the terms of this reservation. Your reservation is not transferable.