



**Figure AI, Inc.**

[www.figure.ai](http://www.figure.ai)

[www.figure.com](http://www.figure.com)

## **FIGURE AI ROBOTS — PRE-ORDER & ORDER AGREEMENT**

### **ORDER AGREEMENT (FOR US AND CANADIAN CUSTOMERS ONLY)**

PLEASE READ THIS PRE-ORDER & ORDER AGREEMENT (THE "AGREEMENT") CAREFULLY. BY CLICKING "I AGREE", SUBMITTING A PRE-ORDER ON OUR WEBSITE, SIGNING AN ORDER CONFIRMATION, OR PAYING ANY INVOICE, YOU ("YOU", THE "BUYER" OR THE "CUSTOMER") ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT WITH FIGURE AI, INC. ("FIGURE AI", "WE", "US" OR THE "SELLER").

This Agreement governs your pre-order and, if you proceed, your subsequent purchase of Figure AI humanoid robots (the "Product") under our limited production program. The detailed commercial terms of any specific order (model, quantity, delivery option, and payment milestones) will be set out in the Order Confirmation and Invoice issued to you after your pre-order has been reviewed and accepted.

#### **1. Definitions**

##### **1.1. Product (the "Robot").**

An AI-powered humanoid robot manufactured by Figure AI, Inc. under the Figure line of humanoid robots, including all integrated hardware components and pre-installed software.

##### **1.2. Model.**

The Customer may order one or both of the following models:

- **Figure 02** — Industrial-grade automation (manufacturing, logistics, warehousing).
- **Figure 03** — Human-centric, general-purpose automation (homes, offices, public spaces).

##### **1.3. Limited Production Series.**

Figure humanoid robots under this program are produced in a limited series of 500 (five hundred) units through June 30, 2028, consisting of 400 units of Figure 02 and 100 units of Figure 03. Allocation and delivery windows are subject to confirmed orders and timely payment of all milestones.

##### **1.4. Accessories.**

Optional hardware and serviceable items ordered together with the Robot and



## Figure AI, Inc.

www.figure.ai

www.figure.com

listed on the Invoice (for example: additional battery pack, charging accessories, mounting fixtures, stands, or protective covers).

### 1.5. Software / "Helix".

"Helix" means Figure AI's vision-language-action AI stack supplied with the Robot and licensed for use only with that specific Robot, only at the declared Site, and only for the Intended Use of the ordered model, as further described in this Agreement.

### 1.6. Site.

The installation, deployment or operating address specified by the Customer in the Invoice or Order Confirmation. All delivery, commissioning, Site Acceptance Tests (SAT), and on-site services obligations apply only to this Site.

### 1.7. SAT (Site Acceptance Test).

On-site acceptance procedure performed at the Site in accordance with Exhibit B (SAT Plan) to confirm basic operation, safety systems, vision, and defined work scenarios.

### 1.8. Intended Use.

Figure 02 – Industrial-grade automation: manufacturing cells, intralogistics/warehousing, fulfillment, pallet staging, barcode/RFID inventory, HMI/doors, machine tending, inspections, and similar tasks in controlled industrial environments.

Figure 03 – Human-centric, general-purpose automation: homes, offices, reception/concierge, HoReCa, visitor guidance, light service tasks and similar scenarios in non-hazardous environments.

### 1.9. Delivery Option.

The delivery and payment structure selected by the Customer at the time of order placement from the following options:

**(a) Standard Delivery** – 40% deposit due at order confirmation; 60% balance due no later than ten (10) calendar days before shipment; target shipping window: June 2028 (exact ship date to be confirmed closer to dispatch).

**(b) Priority Delivery** – 70% deposit due at order confirmation; 30% balance due no later than ten (10) calendar days before shipment; target shipping window: June 2027 (exact ship date to be confirmed closer to dispatch).

**(c) Fast-Track Delivery** – 100% of the Invoice amount due at order confirmation; target shipping window: within two (2) months from receipt of full payment (exact ship date to be confirmed closer to dispatch).



**1.10. Invoice.**

The commercial document issued by the Seller that specifies the ordered model(s), accessories, Delivery Option, prices, payment deadlines, and applicable taxes (if any). In case of discrepancy, the terms of this Agreement prevail unless the Invoice expressly states otherwise.

**1.11. Pre-Order Fee.**

"Pre-Order Fee" means a non-refundable upfront payment of USD 150 that you pay on the Figure AI website to register your interest and join the limited production program. The Pre-Order Fee is not a deposit under Section 6 and does not by itself secure a production slot. It will be credited against the first Invoice issued to you if your order is accepted, or refunded only if Figure AI cancels your pre-order due to unavailability of the selected model or inability to supply under this program.

**2. Order and Territory**

**2.1. Territory.**

This Agreement governs the sale and delivery of Products to Customers located in the United States and Canada for installations within these territories. Any export or re-export outside of these territories requires Figure AI's prior written consent in accordance with Section 22.

**2.2. Components of the Order.**

The Order consists of: (i) this Agreement, (ii) the Invoice, and (iii) the Exhibits (including any Site Readiness Checklist, SAT Plan, and Maintenance Program). In the event of a conflict, this Agreement controls unless the Invoice expressly provides otherwise.

**2.3. Delivery Option Governing Milestones.**

The Delivery Option chosen in the Order Confirmation governs the applicable manufacturing window and payment milestones referenced in Sections 6 and 7.

**2.4. Pre-Order Process.**

By submitting a pre-order and paying the USD 150 Pre-Order Fee on our website, you are expressing your interest in purchasing one or more Products under this limited program. After we review your pre-order, we may issue an Order Confirmation and Invoice specifying the model(s), quantity, Delivery Option, pricing, and payment milestones. Only after you receive the Invoice and pay the required deposit within the stated deadline will your production slot and Delivery Option be confirmed.



### **3. Limited Production and Allocation**

#### **3.1. Limited Production.**

The Customer acknowledges and agrees that the Figure humanoid robots covered by this Agreement are part of a limited production program and that no more than 500 (five hundred) units will be manufactured under this program through June 30, 2027, consisting of 400 units of Figure 02 and 100 units of Figure 03.

#### **3.2. Allocation.**

Production slots and delivery windows are allocated strictly in the order of confirmed and timely paid orders. An order is deemed confirmed only when (i) the Seller has issued an Invoice for the selected model and Delivery Option, and (ii) the Customer has paid the applicable deposit within the deadline stated on the Invoice.

#### **3.3. Failure to Pay.**

If the Customer fails to pay the required deposit or balance within the applicable deadline, the Seller may, without liability, reassign the Customer's production slot and delivery window to another customer who has completed payment milestones on time. In such case, the Seller may offer the Customer the next available production slot/window, but is under no obligation to do so.

#### **3.4. Model Availability.**

The Seller does not guarantee the availability of a specific model (Figure 02 or Figure 03) if the total number of units for that model has already been allocated to earlier-paying customers.

#### **3.5. Planning Targets.**

All delivery months and windows stated in this Agreement (including the June 2027 target for Priority Delivery, the June 2028 target for Standard Delivery, and the two-month Fast-Track window) are planning targets only and may be adjusted in good faith by the Seller in case of component shortages, regulatory actions, logistics constraints, or force majeure, provided that the Seller notifies the Customer.

#### **3.6. No Liability for Allocation or Delay.**

For the avoidance of doubt, the Seller shall not be liable for any loss, cost, or indirect or consequential damage arising from (a) the Customer's late payment of a deposit or balance, or (b) the unavailability of a model caused by the



Customer's failure to meet payment milestones, or (c) reasonable adjustments to the planned delivery window under this limited production program.

#### **4. Price**

##### **4.1. Unit Price.**

The unit price per Product is as follows:

- **Figure 02 (Industrial & Logistics):** USD 40,000 per unit.
- **Figure 03 (Home & Public Spaces):** USD 60,000 per unit.

##### **4.2. Indicative Nature of Prices.**

These prices are indicative for the current production series and subject to change prior to issuance of the Order Confirmation and corresponding Invoice. The final total amount – including the selected model(s), quantity, accessories, applicable taxes (if any), and chosen Delivery Option – will be specified in the Order Confirmation and corresponding Invoice.

##### **4.3. Included Costs.**

The Price includes standard packaging, domestic U.S. freight, and in-transit insurance under the Seller's standard policy.

##### **4.4. Excluded Costs.**

The Price excludes any non-standard on-site services, extended training, customization beyond the basic installation and training scope, additional programming or integration work, and any third-party equipment or infrastructure that may be required at the Site.

#### **5. Taxes**

##### **5.1. Sales Tax and Duties.**

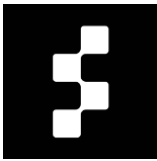
Sales tax is 7.25% (where applicable) and is added to the Invoice total only for fiat payments. No sales tax applies when paying with cryptocurrency. The Customer is responsible for any other applicable fees, import duties, or local taxes unless expressly stated otherwise by the Seller.

##### **5.2. Mixed Payments.**

Mixed payments are not permitted. If the Customer selects cryptocurrency as the payment method, all milestones (Deposit and Balance) must be paid in cryptocurrency. Likewise, if fiat currency is selected, all payments must be made in fiat.

##### **5.3. Canadian Customers.**

For Canadian Customers, applicable GST/HST/PST taxes will be charged in



accordance with the province of delivery. Customers paying via cryptocurrency remain responsible for any required self-assessment, import duties, or other obligations under Canadian law. For Canadian Customers, the Customer remains responsible for any customs brokerage fees, local provincial recycling/environmental fees where applicable, and any required self-assessment under GST/HST rules when paying via cryptocurrency.

## **6. Payments**

### **6.1. Payment Milestones.**

Payment milestones (deposit percentage and balance timing) are governed by the Delivery Option selected in the Order Confirmation. The Pre-Order Fee described in Sections 1.11 and 2.4 is separate from these milestones and, if the order proceeds, will be credited against the first Invoice issued to the Customer.

### **6.2. Deposit.**

The deposit is due within five (5) calendar days from the Invoice date and is non-refundable, except if the Seller cancels the Order due to (i) unavailability of the selected model under Section 3 (Limited Production and Allocation), or (ii) the Seller's own inability to supply within the program window. In such cases, the deposit will be refunded to the Customer. If the Customer cancels the Order for any reason not attributable to the Seller, or if the Customer fails to provide accurate delivery information, complete required documentation, or maintain Site readiness within the defined timelines, the Deposit remains non-refundable.

### **6.3. Balance.**

The remaining balance is payable no later than ten (10) calendar days before the planned ship date, where a balance applies. For clarity:

- (a) Standard Delivery: balance equals 60% of the Invoice amount.
- (b) Priority Delivery: balance equals 30% of the Invoice amount.
- (c) Fast-Track Delivery: no remaining balance applies; 100% of the Invoice amount is paid as the initial payment.

### **6.4. Late Payments.**

If the balance is not paid by the due date, the Seller may hold shipment for up to thirty (30) days and charge storage at prevailing commercial storage rates. Overdue amounts accrue interest at 1.5% per month (18% per annum) from the due date until paid in full. The Seller may suspend performance, preparation for shipment, and support until all arrears are cured.



#### **6.5. Crypto-Payment Discount.**

The Seller grants a total 20% discount off the Price only if both milestones – the Deposit and the Balance – are paid in cryptocurrency within the required deadlines. Two equal parts of 10% each apply: (i) Deposit in crypto within five (5) calendar days from the Invoice date; and (ii) Balance in crypto no later than ten (10) calendar days prior to the planned ship date. Supported assets: USDT, BTC, ETH (USDT recommended). FX is determined at the market rate when received with required confirmations (BTC–3; ETH/USDT–12). Network fees and any shortfalls are the Customer's responsibility; top-up by the deadline is required to retain the discount. The discount does not apply to fiat payments and does not stack with other promotions. The Seller may refuse high-risk crypto payments for compliance reasons. If the Customer pays the Deposit in cryptocurrency and qualifies for the first 10% discount but does not pay the Balance in cryptocurrency within the stated deadline, only the second 10% discount is forfeited; the first 10% discount remains valid.

### **7. Manufacturing Lead Time and Schedule**

#### **7.1. Estimated Shipping Window.**

Estimated shipping depends on the Delivery Option:

- (a) Standard Delivery: target June 2028.
- (b) Priority Delivery: target June 2027.
- (c) Fast-Track Delivery: target shipment within two (2) months from receipt of full payment.

#### **7.2. Schedule Changes.**

The Seller will inform the Customer of schedule changes in good faith. Delays due to component shortages, regulatory actions, logistics constraints, force majeure, or other circumstances beyond the Seller's reasonable control do not constitute a breach of this Agreement.

### **8. Delivery, Title, and Risk of Loss**

#### **8.1. Shipping Terms.**

For U.S. deliveries: FOB Origin, freight prepaid and included – domestic freight and in-transit insurance are included in the Price under Section 4.3.

For Canadian deliveries: DAP (Delivered at Place) – cross-border freight and insurance are included in the Price; import duties, clearance fees, and any taxes (if any) are the responsibility of the Customer.



**8.2. Risk of Loss.**

Risk of loss passes to the Customer upon transfer of the shipment to the first carrier; transit insurance applies per the Seller's policy. Any claims for in-transit damage must be made promptly and directly in coordination with the carrier and the Seller.

**8.3. Title.**

Title to the Product passes to the Customer only after full payment of all amounts due under the Invoice. Until title passes, the Seller retains a security interest in the Product.

**8.4. Adjustments.**

The shipment schedule may be adjusted upon the Seller's notice in the circumstances described in Section 7. For clarity, shipping costs are commercially covered by the Seller as stated above, but risk of loss passes to the Customer upon handoff to the first carrier.

**8.5. Storage After Failed Delivery Attempt**

"If delivery cannot be completed due to the Customer's unavailability, incorrect Site information, or failure to arrange acceptance, the Seller may store the Product at commercial storage rates and re-schedule delivery once all related costs are paid.

**9. Site Readiness, Installation, and Training**

**9.1. Site Readiness.**

The Customer shall ensure Site readiness in accordance with the Site Readiness Checklist (Exhibit A). This includes, without limitation, power, network, physical access, floor conditions, safety zones, environment, and any required IT integrations.

**9.2. Installation and Commissioning.**

Installation and commissioning for the Product are included for up to two (2) days (on-site or remote, at the Seller's discretion). Additional days and any travel expenses are billed separately at the rates stated in the Invoice or the Seller's then-current service rates.

**9.3. Training.**

Training for up to six (6) operators is included in the basic scope. Additional trainees, sessions, or advanced programming and integration training are available as separately chargeable services.





#### **9.4. Additional Services.**

Any work outside the Site Readiness Checklist or the basic scope of installation and training is treated as additional services and will be quoted and invoiced separately.

### **10. SAT and Acceptance**

#### **10.1. Site Acceptance Test (SAT).**

Upon completion of installation, the Parties shall conduct SAT in accordance with the SAT Plan (Exhibit B), including verification of defined scenarios, operation cycles, safety systems, vision performance, and base KPIs.

#### **10.2. Remedy of Non-Conformities.**

If SAT identifies material non-conformities with the agreed specifications, the Seller will remedy such non-conformities within a reasonable time and repeat the relevant SAT steps. Remedy actions and SAT re-testing shall typically be completed within 30 days unless extended due to component lead times or Site-related restrictions.

#### **10.3. Deemed Acceptance.**

If the Customer does not provide a reasoned written rejection within ten (10) business days after completion of SAT, the Product is deemed Accepted as of the SAT completion date. If any issues are discovered after this period but relate to hidden defects or safety-critical functions, the Customer may still request review under the warranty provisions in Section 13.

### **11. Safety, AI Behavior, and Operating Rules**

#### **11.1. Safety and Operating Rules.**

The Product shall be operated only by trained Customer personnel in accordance with the Documentation and all applicable standards (including, where applicable, ANSI/RIA R15.06, ISO 10218, and CSA/Canadian equivalents including CSA Z434 (Industrial Robots and Robot Systems) and CAN/CSA C22.2 electrical safety standards where applicable). The Customer is responsible for Site risk assessment, guarding/perimeter, signage, emergency procedures, and safe-work practices.

#### **11.2. Prohibited Uses.**

Use of the Product in life-support, medical, military, or other safety-critical applications is prohibited without the Seller's prior written consent. Any operation outside the Intended Use or in violation of applicable laws and



standards voids relevant warranty and support obligations to the extent permitted by law.

#### **11.3. AI Behavior and Autonomy Disclaimer.**

The Customer acknowledges that the Product includes AI-driven perception, planning, and control capabilities, and that autonomous behavior is probabilistic by nature. AI systems may make incorrect inferences or take unexpected actions and must not be relied upon as a standalone safety system. The Product must always operate under appropriate human supervision and within a controlled environment. Misinterpretation of objects, environments, or instructions by the AI does not, by itself, constitute a defect and is not covered as a hardware failure under the warranty. This does not limit the Seller's obligation to ensure that all safety-critical systems, protective stops, and emergency behaviors function according to the documented specifications.

#### **11.4. Operational Limits and Remote Safety Actions.**

The Seller may issue mandatory safety updates or remote configuration changes, and may temporarily restrict or disable advanced autonomy if the Seller reasonably believes that continued operation presents a significant safety risk or violates this Agreement. The Customer agrees to cooperate with such safety measures, including promptly installing updates and following updated instructions.

#### **11.5. Insurance Requirement.**

The Customer shall maintain adequate general liability insurance and commercial equipment insurance covering the Product and its operation, including reasonable limits for bodily injury and property damage. Upon request, the Customer will provide proof of such insurance prior to installation and during the operational life of the Product.

### **12. Software License and Data**

#### **12.1. Software License.**

The Software (including "Helix" and any related modules, models, and tools) is licensed, not sold. Subject to the Customer's compliance with this Agreement, the Seller grants the Customer a non-exclusive, non-transferable, non-sublicensable license to use the Software solely with the delivered Product, solely at the designated Site, and solely for the Intended Use, for the operational life of that Product. For clarity, 'operational life of the Product' means a period of 10 (ten) years from the date of Acceptance, unless extended by mutual written agreement.



#### **12.2. Restrictions.**

Reverse engineering, decompilation, disassembly, or any attempt to access or extract source code, AI models, policies, embeddings, or training data from the Software is strictly prohibited. The Customer shall not copy, modify, adapt, translate, or create derivative works from the Software, nor shall the Customer use the Software to train or validate competing models or systems.

#### **12.3. Telemetry and Logs.**

Telemetry and logs (including performance metrics, error traces, and other operational data) may be collected and processed by the Seller for support, analytics, safety monitoring, and product improvement. The Customer may request to limit certain telemetry, but such limitation may affect the Seller's ability to provide diagnostics, updates, and service-level commitments. Opting out of telemetry does not automatically void warranty but may impact response times and troubleshooting effectiveness.

#### **12.4. Data and AI Rights.**

All AI models, algorithms, training data, synthetic data, and any derived models or policies remain the exclusive intellectual property of the Seller. Operational data collected from the Product may be used in anonymized or aggregated form to improve the Seller's products and services. The Customer acquires no rights to any AI models or tools beyond the limited license expressly granted in this Section.

### **13. Warranty and Support**

#### **13.1. Limited Hardware Warranty.**

The Seller provides a limited hardware warranty for five (5) years from the date of Acceptance, covering defects in materials and workmanship under normal use and service as specified in the Documentation.

#### **13.2. Exclusions.**

This warranty does not cover: (a) consumables and wear parts (see Exhibit C, including but not limited to grip pads, boots, seals, fans, belts, and similar items); (b) damage due to misuse, accidents, improper maintenance, unauthorized modifications or repairs, operation outside environmental ratings, or operation outside the Intended Use; (c) cosmetic damage; (d) damage occurring in transit after handoff to the carrier; (e) batteries and chargers beyond any separate cycle-life terms provided.



### 13.3. AI Behavior Exclusion.

The warranty does not cover outcomes, errors, or damages arising from autonomous AI decision-making, misclassification, or incorrect predictions, as such behaviors are inherent to AI systems and are governed by Sections 11 and 14 of this Agreement.

### 13.4. Remedies.

The Seller's sole obligation under this warranty is, at its option, to repair or replace the defective component or, where appropriate, the Product, or to provide a functionally equivalent solution. Warranty work may be performed on-site or at a service center; RMA logistics apply.

### 13.5. Software and Support.

The Software is provided "as is". Mandatory safety updates and regulatory compliance updates may still be required under Section 11.4. Such updates do not constitute ongoing support obligations and do not alter the 'as-is' nature of the Software. The Seller may provide updates and patches during the warranty term. Extended support and service-level agreements (SLAs) are available under separate contracts.

### 13.6. Exclusive Warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 14. Limitation of Liability

### 14.1. Exclusion of Certain Damages.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, DOWNTIME, OR DATA LOSS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 14.2. Aggregate Liability Cap.

The Seller's aggregate liability arising out of or relating to this Agreement, the Product, the Software, or any services provided hereunder shall in no event exceed the amount actually paid by the Customer for the specific Product giving rise to the claim.

### 14.3. AI-Related Liability Exclusion.

Without limiting the generality of the foregoing, the Seller shall not be liable



for any damages arising from autonomous AI behavior, including navigation errors, misclassification, incorrect predictions, or unanticipated actions, whether occurring during training, testing, or normal operation. The Customer remains responsible for implementing appropriate monitoring, supervision, and safety measures at the Site.

## **15. Force Majeure and Allocation**

### **15.1. Force Majeure.**

The Seller is not liable for delays or failure to perform due to circumstances beyond its reasonable control, including but not limited to shortages, strikes, labor disputes, natural disasters, epidemics, pandemics, regulatory actions, acts of government, transportation or carrier constraints, or other events of force majeure.

### **15.2. Allocation.**

Under conditions of limited capacity, the Seller may reasonably allocate Products among its customers. The Seller will notify the Customer of significant delays or allocation changes within a reasonable time.

## **16. Confidentiality and IP Rights**

### **16.1. Confidential Information.**

Documentation, Software, AI models, algorithms, training data, and know-how provided by the Seller are the Seller's confidential information. The Customer shall keep such information confidential and shall not disclose it to third parties except as expressly permitted.

### **16.2. Intellectual Property.**

All intellectual property rights in and to the Product, Software, Documentation, AI models, and related materials remain with the Seller. No rights or licenses are granted except as expressly stated in this Agreement. All trademarks remain the property of their respective owners.

## **17. Financing and Leasing**

### **17.1. No Financing by Seller.**

The Seller does not offer financing or leasing under this Agreement. The Product is sold on a direct-purchase basis only. Any third-party financing the Customer may obtain shall be independent of this Agreement and shall not modify the Customer's payment obligations under Section 6 or the Seller's obligations hereunder.



## **18. Term and Termination**

### **18.1. Term.**

This Agreement becomes effective when the Customer first accepts it (by clicking "I Agree", submitting a pre-order, or signing an Order Confirmation) and remains in force until all obligations have been fulfilled, unless terminated earlier in accordance with this Section.

### **18.2. Termination for Breach.**

Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach.

### **18.3. Survival.**

Sections relating to payments, confidentiality, IP rights, software licensing, warranty limitations, limitation of liability, data rights, export control, and dispute resolution shall survive termination or expiration of this Agreement.

### **18.4. Effect of Termination.**

Termination of this Agreement does not require the return of the Product once delivered and paid in full. If termination occurs before delivery and full payment, the Seller may suspend production, shipment, software access, and support until all outstanding balances are satisfied.

## **19. Governing Law and Dispute Resolution**

### **19.1. Governing Law.**

This Agreement is governed by the laws of the State of California, USA, without regard to its conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### **19.2. Jurisdiction and Venue.**

The state and federal courts located in Santa Clara County, California shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, the Product, or the Software.

### **19.3. Optional Arbitration.**

By mutual written consent, the Parties may submit any dispute to binding



arbitration administered by the American Arbitration Association (AAA) in Santa Clara County, California, and the arbitral award shall be final and enforceable in the courts specified above.

**19.4. Canadian Customers.**

For Canadian Customers, this Agreement shall be interpreted consistently with applicable Canadian consumer and commercial protection laws, without altering the governing law or jurisdiction stated above.

**20. Notices**

**20.1. Notices.**

All legal notices under this Agreement shall be in writing and sent by courier or registered mail to the Parties' addresses specified in the Order Confirmation (or as updated in writing). Electronic document exchange and e-signature may be used if expressly agreed by the Parties.

**21. Assignment and Transfer Restrictions**

**21.1. Assignment by Customer.**

The Customer may not assign its rights or obligations under this Agreement without the Seller's prior written consent, except to a U.S. or Canadian successor entity in a merger or sale of substantially all assets, provided such successor agrees in writing to be bound by this Agreement.

**21.2. Resale and Transfer of the Product.**

The Customer shall not resell, lease, export, or otherwise transfer the Product to any third party without the Seller's prior written approval. Unauthorized resale or transfer may void all warranties and support and may constitute a breach of applicable export control laws.

**22. Compliance and Export Control**

**22.1. Compliance.**

The Customer confirms that it is not listed on any U.S. or Canadian sanctions or restrictions list and that it will comply with all applicable U.S. and Canadian laws and regulations when using the Product and Software.

**22.2. Export Control.**

The Product and Software may be subject to U.S. export control laws and regulations. Any export or re-export outside the United States requires the Seller's prior written consent and compliance with applicable procedures. The Customer shall not export, re-export, or transfer the Product or Software to any prohibited country, entity, or individual. For Canadian Customers, certain



**Figure AI, Inc.**

www.figure.ai

www.figure.com

cross-border shipments or software modules may require dual-use classification review under Canadian Export and Import Controls Bureau (EICB). The Customer agrees to provide any required documentation for such reviews.

### **22.3. Suspension.**

The Seller may suspend delivery, support, or software access upon identification of potential or actual violations of this Section until the matter is resolved to the Seller's reasonable satisfaction.

#### **Exhibit A – Site Readiness Checklist (Summary)**

Power; Network & Access; Floor/Access/Logistics; Safety Zone; Charging & Storage; Environment; IT Integrations and any additional requirements specified by the Seller.

#### **Exhibit B – SAT Plan (Outline)**

Install and safety checks; vision calibration; scenario checks (pick-and-place, box/tote handling, barcodes, HMI, doors); KPIs (cycle time, accuracy, percentage autonomy, safety trips); pass/fail criteria and a signed SAT report.

#### **Exhibit C – Preventive Maintenance & Wear Items Program (Summary)**

Quarterly remote diagnostics; annual on-site preventive maintenance; verification of safety systems and key mechanical/electrical components; replacement of consumables and wear items in accordance with the Manufacturer's Official Maintenance & Service Manual; issuance of service reports and recommendations.

#### **Online Acceptance**

By clicking "I Agree to the Figure AI Order Agreement" or submitting a pre-order on our website, you confirm that you have carefully read this Agreement, fully understand it, and unconditionally agree to be bound by its terms.