

Preorder / Purchase Agreement

This Preorder / Reservation Agreement (these “Terms” or “Agreement”) governs the placing of a preorder / reservation (“Preorder”) with Tampa Deep Sea Xplorers, Inc (“TDSX” or “we” or “us”) for a Barracuda AUV (“Vehicle”). Please read all of these Terms carefully before submitting your Preorder. By submitting your Preorder, you agree to be legally bound by these Terms.

1. Agreement to Purchase

You agree to purchase a Barracuda AUVs (the “Vehicle”) in the Basic TDSX configuration. At a price of \$15,000. The current configuration includes preprogramed navigation feature and the ability to collect data through our standard camera configuration. Additional options for sonar and customer specific programing may be available on a limited basis. TDSX will establish pricing for options for individual customers upon request.

2. Payment

You will be charged a deposit of \$3,000, (the “Preorder Fee”) for each vehicle in it’s basic configuration when you place your Preorder. An additional deposit may be required for customized vehicle features. This purchase price does not include taxes and official or government fees. Placing a Preorder constitutes your express agreement to be charged the Preorder Fee using your provided payment method. Final payment and applicable taxes for the basic vehicle and customized vehicle features are due within 30 days of vehicle delivery.

3. No Guarantee of Delivery Date

The estimated delivery is expected to occur between 1 OCT 2023 and 31 DEC 2023. You are preordering a Vehicle(s) in the TDSX basic configuration without custom features or options. We will endeavor to produce Your priority will be set by the date of payment of your Preorder Fee, our manufacturing schedule, and our delivery and service operations availability. There is no guarantee as to delivery date based on your Preorder.

4. Cancellation

You may cancel your Preorder and at any time by sending an email to JoeDaum@tampadeepsea.com from the address you used to make the preorder or an updated address you have added to your TDSX account by contacting JoeDaum@tampadeepsea.com. If you cancel your order your deposit will be forfeited.

5. Vehicle Warranty

Each vehicle is warranted for a period of one year from the date of delivery. During the warranty period, TDSX warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. TDSX’s sole obligation to Customer shall be limited to the repair or replacement, at TDSX’s option, of defective Hardware provided that

written notice of failure is received by TDSX within one (1) year from date of the occurrence of delivery of the vehicle(s). TDSX will not be liable or responsible for defects in any part of Goods manufactured by others, but TDSX will, as an accommodation to the Buyer, assign to Buyer any warranties given to it by any such other manufacturers; provided, that the foregoing will not extend TDSX's warranty to any accessory products unless TDSX specifically agrees in writing. This warranty will be void if, in TDSX's reasonable opinion, the defect was caused in whole or part by: (a) improper handling, use, operation, or testing by anyone other than TDSX; (b) failure to properly install or maintain the Goods by anyone other than TDSX; (c) failure to install, maintain, or service Goods in accordance with the current edition of any applicable safety code or TDSX's written instructions; (d) modification, alteration, or unauthorized repair by anyone other than TDSX; (e) use with products or components that are incompatible with TDSX's Goods; (f) Force Majeure events or acts of vandalism, sabotage, or hacking; (g) radio frequency interference; (h) removal from the country where the Goods were purchased, use in a country in which they are not registered for use, and/or use in a country for which they were not designed; (i) use in fail-safe environments in which failure of the Goods could lead to personal injury or significant property damage; (j) Goods having been subjected to operating conditions outside of specified parameters; or (k) any other cause beyond normal usage in accordance with TDSX's written instructions. TDSX's liability for breach of this hardware warranty will be limited to replacement, repair, or refund, in TDSX's sole discretion, of any defective Goods that have been properly stored, installed, used, and maintained, and have not been damaged in transit; provided such Goods are returned to TDSX without further damage, within fourteen (14) days of discovery of the alleged defect and subject to confirmation of the defect by TDSX's inspection. The Goods that the Buyer considers defective must be returned per TDSX's standard Return Material Authorization procedures. The Buyer is responsible for the cost of shipping Goods to TDSX for warranty claims and for the cost of shipping repaired or replaced Goods to Buyer.

.6. Vehicle Configuration

You understand that we may not have completed the development of the Vehicle(s) or begun manufacturing the Vehicle at the time of your Preorder and specifications are subject to change at any time. By agreeing to these Terms, you represent and warrant to us that you understand that the Vehicle configuration may change prior to execution of any Final Sales Agreement.

7. Force Majeure

The obligations of you and TDSX under this Agreement (other than your payment obligations) will be suspended to the extent that such party is wholly or partially precluded from complying with its obligations under this Agreement by force majeure. Force majeure includes, but is not restricted to, fire, storm, flood, earthquake, explosion, accident, act of the public enemy, war, rebellion, insurrection, sabotage, outbreak, epidemic, public health emergency, quarantine restriction, labor dispute, labor shortage, transportation embargo or failure, curtailment or delay in transportation, act of God, act (including laws, regulations, orders, advisories, disapprovals or failure to approve) of any government or public health agency or authority, whether national, statewide, municipal, or otherwise, or any other event or circumstance beyond such party's control.

8. Severability

If for any reason a court of competent jurisdiction finds any provision, or portion of this Agreement, to be unenforceable, the remainder of this Agreement shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable.

9. Modification

This Agreement may not be modified, altered or amended unless expressly agreed to in writing signed by TDSX.

10. No Waivers

The failure by TDSX to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of TDSX.

11. Assignment

You may not assign your rights under these Terms without our express prior consent. TDSX may assign these Terms or your Preorder Fee in our discretion without your consent. Any assignment in violation of this Agreement will be null and void.

12. Cancellation

TDSX may unilaterally cancel any order that we believe has been made with the intent to resell the Vehicle (unless the resale is approved by TDSX) or otherwise has been made in bad faith. TDSX may also cancel orders for vehicles to be exported to foreign countries and companies at the discretion of TDSX.

13. Limitation of Liability

No Consequential or Indirect Damages. Except as otherwise provided by applicable law, in no event shall TDSX or any of its affiliates, and their respective officers, employees, licensors and partners be liable to you or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, relating to, or in connection with this agreement, regardless of (a) whether such damages were foreseeable; (b) whether or not a proposed defendant was advised of the possibility of such damages; and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

Maximum liability. Except as otherwise provided by applicable law, in no event shall TDSX's or any of its affiliates, or their respective officers, employees, licensors and partners aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts you paid to TDSX pursuant to this agreement.

14. Dispute Resolution—Arbitration AND Class Action Waiver

Binding Arbitration. Any and all disputes arising in connection with the terms and conditions of this Agreement or payment for services performed under this Agreement shall be submitted to, and finally determined by, arbitration conducted in accordance with the rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. Judgment upon the final arbitration award may be entered in any court having proper jurisdiction thereof. You and we understand that we are both waiving our rights to go to court, to present our claims to a jury and to have claims resolved by a jury trial, and also that judicial appeal rights, if any, are more limited in arbitration than they would be in court.

Confidentiality. Unless otherwise prohibited by federal or state law or regulation, any arbitration, and any award issued in an arbitration, shall be kept confidential, except to the extent necessary to seek court intervention (such as to enforce an award).

Initial Dispute Resolution Requirement. Most disputes can be resolved without resort to arbitration or small claims court. For any Dispute, you and we agree that before taking any formal action to initiate arbitration we will contact the other in an attempt to resolve the Dispute. You will contact us at JoeDaum@TampaDeepSea.com and provide a brief, written description of the Dispute and your contact information. We will contact you at your contact information on file with TDSX. You and TDSX agree to use reasonable efforts to settle any Dispute directly and good faith negotiations shall be a pre-condition to either party initiating a small claims suit or arbitration.

Filing a Demand for Arbitration. If the parties do not reach an agreed-upon solution within a period of 60 days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration. In order to initiate arbitration, you must file an arbitration demand with AAA. You can find information about AAA and file your arbitration demand at <https://www.adr.org/support>. You are also required to send a copy of the arbitration demand to us and you should send it by email to: JoeDaum@TampaDeepSea.com.

Fees & Costs. AAA's Consumer Arbitration Rules will govern the allocation of arbitration fees and costs between you and TDSX. However, if your arbitration case filing fee exceeds the filing fee you would pay to file the action in a court of law, TDSX will pay the amount of your case filing fee in excess of the filing fee you would pay in a court of law. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if s/he finds that applicable law allows such reimbursement because your claims were frivolous or brought in bad faith. You are responsible for your own attorneys' fees unless applicable law provides otherwise.

Arbitration Location and Procedure. Arbitration shall be initiated and take place in the state of Florida, in the City of Tampa. If your claim does not exceed \$25,000, then the arbitration will be conducted solely on the basis of documents you and TDSX submit to the arbitrator. If your claim exceeds \$25,000, you and TDSX may agree to conduct arbitration by videoconference or teleconference or conduct a document-only arbitration without any hearing.

Applicable Law. The Agreement shall be interpreted according to the laws of the State of Florida.

Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Section, including but not limited to any claim that all or any part of this Section is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. However, the parties agree that any issue concerning the validity of the class action waiver below must be decided by a court, and an arbitrator does not have authority to consider the validity of the waiver. The arbitrator shall be empowered to grant whatever relief would be available to you in your individual capacity in a court under law or in equity, including public injunctive relief. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Class Action Waiver. The parties further agree that the arbitration shall be conducted in each party's respective individual capacity only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and TDSX agree that each party may bring claims against the other party only in your or its individual capacity, neither you nor TDSX will be entitled to join or consolidate claims by or against other consumers in court or in arbitration or otherwise participate in any claim as a class representative, class member or in a private attorney general capacity. If a court or arbitrator finds this Class Action Waiver provision to be unenforceable as to a particular class or representative action, then this entire Section 14, Dispute Resolution – Arbitration and Class Action Waiver shall be null and void as to that class or representative action, and the action may only be brought in court rather than in arbitration.

Severability. Except as provided in the Class Action Waiver Section above, if any competent legal authority determines any part of this Section 14, Dispute Resolution – Arbitration and Class Action Waiver is illegal or unenforceable, then such part will be eliminated and the remainder of Section 16, Dispute Resolution – Arbitration and Class Action Waiver will remain in force and effect and the unenforceable part shall be deemed to be modified solely to the extent necessary to make it enforceable.

Survival. This Section 14, Dispute Resolution – Arbitration and Class Action Waiver shall survive the end of this Agreement and/or your relationship with TDSX, including the end of any promotion or contest, opt-out of communication or other use or participation in any TDSX Product or Service.

By agreeing to this Preorder Agreement, you acknowledge and agree to the terms and conditions of this Section 14, Dispute Resolution – Arbitration and Class Action Waiver.

15. Choice of Law

The Agreement shall be interpreted according to the laws of the State of Florida.

16. Text Messages, Notifications, and Telephone Calls

By agreeing to this Agreement, you understand that by providing your wireless telephone number(s) now or in the future, you consent to being contacted at those numbers or addresses using prerecorded artificial voice messages and/or automatic telephone dial devices with non-marketing information about your vehicle, such as service reminders and appointments. You understand and agree that by providing your wireless telephone number you are consenting to receive calls or texts at that number. You also consent to receiving emails to any email address(es) you provide. You further understand and agree that these communications may contain your non-public information. You explicitly confirm that this consent covers the use of these contact methods to call or send text messages to the wireless telephone number(s) and to send text or email messages to the email address(es) you provide, for which you may incur a charge.

17. Entire Agreement

Your Preorder confirmation, these Terms, our General Terms, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. It shall supersede all prior and contemporaneous representations, warranties, agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. In the event of any conflict between these Terms, our General Terms and our Privacy Policy, these Terms shall prevail.

18. Printed Agreement

A printed version of this Agreement and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Signed

Printed Name:
Title:
Company: Tampa Deep Sea Xplorers Corporation
Address: 14007 CLUBHOUSE CIRCLE APT 706
TAMPA, FL 33618-7508
Date:

Printed Name:
Title:
Company:
Address:
Date: