

RESERVATION TERMS AND CONDITIONS

IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR RESERVATION, OUR LIMITATION OF LIABILITY TO YOU, AND YOUR AGREEMENT TO RESOLVE DISPUTES THROUGH CERTAIN PROCESSES ON AN INDIVIDUAL BASIS, AS FURTHER DETAILED BELOW.

Section 1. Reservation. These Reservation Terms and Conditions (these “Terms”) govern your agreement with Gimbal Innovations, Inc. or its affiliate (“Gimbal”, “we”, “us” or “our”) to reserve your opportunity to purchase a Momentum 1080 Flight and Motion Simulator (such simulator, the “Simulator”, and such Reservation, the “Reservation”).

Section 2. No Obligations. You are under no obligation to purchase a Simulator from us, and we are under no obligation to supply you with a Simulator. These Terms do not constitute an agreement for the sale of a Simulator, and do not lock in pricing, a firm production slot, a firm delivery date, or specific Simulator configuration. Your Simulator will be reserved and priced (including all applicable taxes and fees) at the time you execute a final and definitive purchase agreement with Gimbal (the “Purchase Agreement”), which will include additional terms and conditions, including an acknowledgement and waiver of certain risks related to the Simulator and its operation.

Section 3. Reservation Form. When submitting the Reservation form (the “Reservation Form”), you represent and warrant that (i) all information provided in the Reservation Form is accurate, and (ii) you are legally able to submit the Reservation in the jurisdiction where you reside. You agree to keep the information submitted on the Reservation Form current at all times by contacting us if there are any changes. We shall not be liable for inaccurate or outdated information, or any actions taken upon reliance thereon. You must be at least 18 years old to submit a Reservation Form, and by submitting such Reservation Form you represent and warrant to us that you are at least 18 years old.

Section 4. Priority Reservations. In consideration for the Reservation Fee, you will receive priority status and have the first opportunities to enter into a Purchase Agreement for the Simulator before the general public. You acknowledge that this is not the exclusive means of determining priority, and that we reserve the right to have other procedures, qualifications or programs that determine priority of Simulator delivery, including beta testing.

Section 5. Fee. In connection with the Reservation Form, you will be charged a fee (the “Reservation Fee”). THE RESERVATION FEE IS NON-REFUNDABLE. The Reservation Fee will be held by Gimbal and applied towards the final price of the Simulator you purchase upon execution of the Purchase Agreement. You are not entitled to any interest on your Reservation Fee.

Section 6. Cancellation and Refunds. We may decline or cancel your Reservation for any reason at any time in our sole discretion. If your Reservation is declined by us, you will be notified and your Reservation Fee will be refunded as soon as practicable to the account information we have on file. If you cancel your Reservation, you will not be entitled to a refund of the Reservation Fee.

Section 7. Delivery. Notwithstanding anything to the contrary herein, or any representations on our website, our social media accounts, or by our personnel, whether written or verbal, there is no guaranteed delivery or delivery date based on your Reservation. Your actual receipt of the Simulator is dependent on many factors, including without limitation, the date you submit your

Reservation Form together with payment of the Reservation Fee, the priority level of your Reservation, execution of the Purchase Agreement, your Simulator configuration, manufacturing availability and schedule, and our delivery and service operations availability. Any delivery and delivery date details we have will be shared with you at the time you execute the Purchase Agreement.

Section 8. Simulator Production. You acknowledge and agree that we may not have completed the development of the Simulator or begun manufacturing the Simulator for consumer or commercial use at the time of your Reservation. Any features of the Simulator are not guaranteed, and may change, even after features are announced. By submitting the Reservation Form and assenting to these Terms, you acknowledge and agree that the Simulator configuration may change prior to your execution of the Purchase Agreement. The Company shall use commercially reasonable efforts to transition to production and delivery of the Simulator. However, you acknowledge and agree such production is not a firm promise and may be determined by Gimbal not to be feasible.

Section 9. Dispute Resolution. Please carefully read this provision, which applies to any dispute between you and Gimbal.

- (a) If you have a concern or dispute, please send a written notice describing it, your desired resolution and your contact information to us [here](#). We commit, and you agree, to use reasonable efforts to settle any dispute directly through good faith negotiations.
- (b) Waiver of Jury Trial. YOU AND GIMBAL HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.
- (c) CLASS ACTION WAIVER. You and Gimbal agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, or representative action. This means that you and Gimbal both agree to waive the right to participate as a plaintiff as a class member in any class action proceeding.
- (d) All disputes arising hereunder shall be resolved by a court located in Hamilton County, Cincinnati, Ohio, or a United States District Court, Southern District of Ohio, located in Cincinnati, Ohio, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Hamilton County, Ohio or the United States District Court, Southern District of Ohio located in Cincinnati, Ohio, for the purpose of litigating all such claims or disputes that are not subject to arbitration. You hereby waive any and all jurisdictional and venue defenses otherwise available.
- (e) These Terms are governed by, and to be interpreted according to, the laws of the State of Ohio. Any prior agreements, oral statements, negotiations, communications or representations about the Simulator are superseded by these Terms.

Section 10. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL GIMBAL OR ANY OF ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, 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.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL GIMBAL'S OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE SHAREHOLDERS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, 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 ACTUALLY PAID TO GIMBAL PURSUANT TO THIS AGREEMENT.

Section 11. Force Majeure. Our obligations under these Terms (other than your payment obligations) will be suspended to the extent that we are wholly or partially precluded from complying with our obligations under these Terms 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 our control.

Section 12. No Resellers. We may unilaterally cancel any order that we believe has been made with a view toward resale of the Simulator or that has otherwise been made in bad faith.

Section 14. Modification and Waivers. These Terms may not be modified, altered or amended unless expressly agreed to in writing and signed by a duly authorized representative of Gimbal. No failure by Gimbal to enforce any right or provision of these Terms will constitute a waiver of future enforcement of such right or provision. Any waiver will be effective only if in writing and signed by a duly authorized representative of Gimbal. These Terms and Reservation Form represent the entire agreement governing your Reservation of the Simulator, and any prior agreements have no force or effect. All provisions of this Agreement which by their nature should survive, will survive termination, including without limitation, disclaimers, dispute resolution, and limitation of liability

Section 15. Assignment. You may not assign your rights under these Terms without our express prior consent. We may assign our obligations under Terms at our discretion without your consent. Any assignment in violation of these Terms will be null and void.

Section 16. Contact Us. Feel free to contact us [here](#) at any time with any questions, comments or feedback about your Reservation or these Terms.

Section 17. Consent to Electronic Communications. The communications between you and us use electronic means, whether you visit our website or send us emails, or whether we post notices on our website or communicate with you via e-mail. For contractual purposes, you (1) consent to receive communications from Gimbal in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Gimbal provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.