

Dedrone Holdings, Inc.

# Software Terms of Service

September 18, 2020

The Software Terms of Service (these “Terms”) govern your access and use of the software (the “Software”) made available by Dedrone Holdings, Inc. or its subsidiaries (the “Company”) and are binding on you and the entity on whose behalf you access and use the Software.

BY CLICKING “I AGREE” OR SIMILAR ACKNOWLEDGEMENT, YOU ARE AGREEING THAT THESE TERMS GOVERN YOUR ACCESS AND USE OF THE SOFTWARE. ANY ACCESS OR USE OF THE SOFTWARE BY YOU ALSO CONSTITUTES ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SOFTWARE AND MUST IMMEDIATELY CEASE DOING SO.

If the individual accessing or using the Software is doing so on behalf of a legal entity, such individual represents and warrants that he/she has the authority to bind that legal entity to these Terms, and, in such event, “you” and “your” will refer to that legal entity. If such individual does not have such authority, he/she must not access or use the Software.

**01. Access and Use.** Subject to all terms and conditions hereof, the Company will use reasonable efforts to make the Software available to you on a non-exclusive basis, and Company hereby permits you, solely during the subscription period applicable to the license fee you have paid and effective upon such payment being made, to access and use the Software solely for your internal use in conjunction with your use of the number of the Company’s compatible drone detection hardware products applicable to the subscription fee you have paid and solely in accordance with all applicable documentation published by the Company for the Software (the “Documentation”). You acknowledge that, as further described in Section 7, the paid Software may require an Internet connection to the Company Servers in order to provide some or all of its functionality.

**02. Fees.** You will pay Company the then applicable fees (the “Fees”) for the subscription period set forth in the Order Form (“Initial Service Term”) and any Renewal Term for the license granted herein. If your use of any Software exceeds the amount set forth on the Order Form or otherwise requires the payment of additional fees, you will be billed for such usage and you agree to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to you (which may be sent by email).

If you believe that Company has billed you incorrectly, you must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. You will be responsible for all taxes associated with the provision of Software other than U.S. taxes based on Company's net income.

**03. Open Source.** As used in these Terms, "Open Source License" means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license. To the extent required by an Open Source License that applies to a file or component included in the Software ("Open Source Software"): (a) the terms of such Open Source License will apply to such Open Source Software instead of these Terms; and (b) any restrictions prohibited by such Open Source License that are contained in these Terms will not apply to such Open Source Software.

**04. No Other Rights.** You have no rights or licenses with respect to the Software or Documentation except as expressly provided in these Terms. Without limiting the generality of the foregoing, you may not, except to the extent expressly provided for under an applicable Open Source License: (a) copy, distribute, rent, lease, lend, sublicense or transfer the Software or Documentation or use the Software or Documentation on a service bureau basis; (b) use the Software after the end of the subscription period applicable to the fees you have paid; (c) use the Software with a number of products in excess of the number of products applicable to the fees you have paid; (d) decompile, reverse engineer, or disassemble the Software or otherwise attempt to discover the source code of the Software, except solely to the extent such acts are authorized under applicable law notwithstanding this prohibition; (e) create derivative works based on the Software or Documentation; (f) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that may appear on the Software or Documentation or during the use and operation thereof; or (g) cause the Software to become subject to the terms of any open source license agreement. You agree not to provide any license key or registration key issued to you in connection with the Software ("Key") to any third party. You are solely responsible for maintaining the security and confidentiality of any Key. Any Key which the Company discovers is being used by more than the number of users or product type or features authorized for that Key is subject to deactivation, meaning that you will no longer be able to use the Software.

**05. Feedback.** You are not required to provide any ideas, feedback or suggestions regarding the Software (collectively, "Feedback") to the Company. To the extent you do provide any Feedback to the Company, you agree that the Company may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to you.

**06. Ownership.** The Software and Documentation provided hereunder are the property of the Company or its third-party licensors. As between you and the Company, the Company shall retain all right, title and ownership interest and all worldwide patent, copyright, trade secret, trademark and other intellectual property rights and other proprietary rights in and to the Software and Documentation and any copies, derivative works, upgrades, updates, improvements and modifications thereof, in, regardless of the form or media in which, or on which, the original and any other copies, derivative works, upgrades, updates, improvements or modifications may exist.

**07. Connectivity.** The Software may require an Internet connection to servers owned, operated or controlled by the Company ("Company Servers") in order to provide some or all functions. You are solely responsible for obtaining and maintaining, including making payment for, all equipment and ancillary services needed to connect to, access or otherwise use the Software, including but not limited to Internet access services, software and hardware. You acknowledge and agree that the Company Servers may be unavailable from time to time due to (i) equipment, software or service malfunctions; (ii) maintenance and update procedures or repairs; or (iii) causes beyond the control of the Company, including, without limitation, interruption or failure of telecommunication or digital transmission links, acts and omissions of service providers and other third parties, malicious attacks, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion or other failures, and that Company shall not be liable for any inability to use the Software caused by any of the foregoing.

**08. Data Collection.** As part of its operation, the Software may collect and send to the Company Servers data or other information regarding your use of the Software, which may include (i) information generated by each Sensor deployed by you, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), (ii) video recording of the detected drones, including flight path ("Video Data"), and (iii) User login information, including name, email, username, and password (collectively, "User Data" and together with Sensor Data and Video Data, "Collected Data"). Dedrone may use Collected Data for the following purposes: (i) provide or improve any Product; (ii) analyze or improve any Product or the performance of any Product; or (iii) compile or use aggregate or de-identified Collected Data or metrics derived from Collected Data, including without limitation in combination with the aggregate or de-identified customer data of other customers, and share such aggregated and de-identified data or metrics with government or law enforcement entities, with or without compensation. You acknowledge that Dedrone may learn from the performance or use of any Product, and that Dedrone shall have the sole right to exploit any modification, enhancement or improvement of any Product resulting from such learning. In addition, Dedrone will disclose Collected Data where Dedrone, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Dedrone to do so.

**09. Breach; Term and Termination.** If you breach any provision of these Terms, your right to access and use the Software shall immediately terminate without further notice from or action by the Company. Upon termination or expiration of the Term, you agree you will no longer access or

use the Software. Subject to such earlier termination, these Terms will continue for the Initial Service Term as specified in the Order Form, and shall be automatically renewed (“Renewal Term(s)”) for additional periods of the same duration as the Initial Service Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term. The provisions of Sections 4 through 18 shall survive any termination or expiration of these Terms.

**10. Disclaimer.** THE SOFTWARE AND DOCUMENTATION ARE FURNISHED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE COMPANY DOES NOT WARRANT THAT ANY SOFTWARE WILL MEET YOUR NEEDS OR EXPECTATIONS, THAT USE OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECT WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT GUARANTEE ANY RESULT OF USE OF ANY SOFTWARE, AND IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR RELIANCE ON USE OF ANY SOFTWARE OR APPLICATION OF ANY DATA ARISING FROM USE OF ANY SOFTWARE. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE OR ANY APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, “HIGH RISK ACTIVITIES”). COMPANY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED GUARANTEE OF FITNESS FOR SUCH HIGH RISK ACTIVITIES.

**11. Limitation of Liability.** IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE SOFTWARE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT SHALL THE COMPANY’S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE SOFTWARE EXCEED (THE AMOUNT PAID BY YOU FOR THE SOFTWARE. YOU STIPULATE THAT THE FOREGOING EXCLUSIONS AND LIMITATIONS ON DAMAGES ARE REASONABLE UNDER THE CIRCUMSTANCES AND ACKNOWLEDGE THAT WITHOUT SUCH EXCLUSIONS AND LIMITATIONS THE COMPANY WOULD NOT MAKE AVAILABLE THE SOFTWARE TO YOU. THE FOREGOING LIMITATIONS OF LIABILITY AND EXCLUSIONS OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE EXISTENCE OF MULTIPLE CLAIMS OR THE THEORY OF LIABILITY, AND REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

**12. Government Restricted Rights.** To the extent that you are an agency or instrumentality of the U.S. government, the parties agree that the Software and Documentation are commercial computer software and commercial computer software documentation, respectively, and that your rights therein are as specified in this License, per FAR 12.212 and DEARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.227-86.

**13. Assignment.** You may not assign your rights under these Terms without the express prior consent of the Company. If you are a legal entity, then any merger involving you, acquisition of all or substantially all of your assets or any change of control of you shall be deemed an assignment of these Terms for which prior written consent is required.

**14. Export; Restricted Persons.** The Software is subject to export laws and regulations. You agree to comply with any United States and international export laws and regulations that may apply. You hereby represent and warrant that you are not a Restricted Person. For purposes of these Terms, a “Restricted Person” is any person or entity, or any officer, director, or controlling shareholder of an entity, that is (1) a national of or an entity existing under the laws of Cuba, Iran, Sudan, North Korea, Syria, the Crimea region of Ukraine, or any other country with which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by the U.S. Treasury Department; (2) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (3) listed on the Denied Persons List or Entity List by the U.S. Commerce Department; (4) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (5) owned, controlled, or acting on behalf of any person or entity described under the foregoing (1) through (4).

**15. Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the state of California, USA, without giving effect to any principles of conflicts of law. Any claim arising out of or in connection with these Terms shall be brought in the U.S. District or State courts, as applicable, sitting in San Francisco, California, and you hereby consent to the exclusive venue and jurisdiction of such courts.

**16. Injunction.** Notwithstanding anything to the contrary, the Company may apply to any court of competent jurisdiction for injunctive or other equitable relief relating to the protection or enforcement of the Company’s intellectual property rights.

**17. Notices.** Any notices to the Company must be sent to 220 Sansome Street, 6th Floor, San Francisco, California 94104 to the attention of “Legal Department,” must be sent by first class registered mail or internationally recognized overnight courier and will be deemed given when received. Notwithstanding the foregoing, if the Company’s website at <http://www.dedrone.com> indicates a newer mailing address for the Company’s U.S. headquarters, notices must be sent to such address as described in the foregoing sentence.

**18. Miscellaneous.** These Terms are the complete and final agreement of the parties with respect to the Software and Documentation. If any part of these Terms is found to be void, unenforceable or invalid, that part will be deemed stricken and will not affect the validity of the other provisions. Failure by the Company to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision. These Terms may be modified by Company at any time upon notice to you by Company or by posting updated Terms on Company’s website, and any changes will be effective as of the date of notice or date posted, as applicable.