

Dedrone Holdings, Inc.

# END CUSTOMER AGREEMENT

Last Updated May 2021

This End Customer Agreement (this “Agreement”) is the main agreement between Dedrone Holdings, Inc., a Delaware corporation having its principal place of business at 220 Sansome Street, 6th Floor, San Francisco, California 94104 (“Dedrone”) and the end customer and user of Dedrone’s products (“Customer”). If Customer registers for a free trial or Proof of Concept (POC), then this Agreement will also govern the free trial or POC.

By accepting this Agreement, including by executing a Purchase Order (as defined below) that references this Agreement, Customer agrees to the terms of this Agreement. If Customer and Dedrone have executed a written agreement governing Customer’s purchase and use of the Products (as defined below), then the terms of such signed agreement will govern and will supersede this Agreement.

This Agreement is effective as of the earlier of the date that Customer accepts the terms of this Agreement as indicated above or first accesses or uses any of the Products (the “Effective Date”). Dedrone reserves the right to modify or update the terms of this Agreement in its discretion, and it is Customer’s responsibility to check our website periodically for changes. Customer’s continued use of the Products following posting of any such update constitutes acceptance of those changes. Dedrone and Customer hereby agree as follows:

## 1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

“**Affiliate**” means, with respect to an entity, any entity or person which directly or indirectly controls, is controlled by, or is under common control with that entity.

“**Collected Data**” has the meaning ascribed to it in Section 9.1, below.

“**Dedrone Data**” means data that Dedrone maintains regarding a wide variety of drone models and manufacturers in the marketplace (what Dedrone calls its “Drone DNA” feature), as well as usability information that Dedrone collects regarding the performance of the Software and Hardware,

aggregate or de-identified Collected Data compiled or used by Dedrone in accordance with Section 9.2, and any other information that Dedrone makes available to Customer by means of the Software.

**“Documentation”** means the written or online documentation regarding the Products made available by Dedrone.

**“Hardware”** means the Dedrone drone detection hardware products listed at <https://www.dedrone.com/products/hardware/rf-sensors/overview> that are set forth on a Purchase Order, and does not include Dedrone’s DroneDefender product, which is sold under separate terms and conditions, or any Third-Party Hardware (as defined below).

**“License”** has the meaning ascribed to it in Section 2.1.

**“License Term”** means the length of the License(s) set forth on the applicable Purchase Order.

**“Products”** means, collectively, the Software, Hardware, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

**“Purchase Order”** means each order document submitted to Dedrone by Customer (or a Partner), and accepted by Dedrone, indicating Customer’s (or Partner’s) firm commitment to purchase the Products and for the prices listed thereon. Each Purchase Order, when accepted by Dedrone, will be incorporated into this Agreement by reference.

**“Sensor”** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Dedrone or obtained from any 3rd party vendor.

**“Service Level Agreement”** means the Service Level Agreement attached hereto as Exhibit A, which defines availability of the Software when deployed as a SaaS solution hosted by Dedrone.

**“Software”** means (i) Dedrone’s proprietary drone-tracking software, known as DroneTracker, whether deployed on-premise or hosted by Dedrone as a cloud-based solution, (ii) Dedrone’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Hardware or available for download and installation onto Customer’s Third-Party Hardware.

**“Subscription”** means a License Term for Hardware and Software that is time-based and for which Customer makes periodic payments to Dedrone (e.g., monthly) instead of a one-time license fee payment.

**“Support”** means the technical support services with respect to Software set forth on Exhibit B.

**“Third-Party Hardware”** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

**“Users”** means individuals or entities that are authorized by Customer to use the Products.

## 2. LICENSE AND RESTRICTIONS

**2.1 License.** Subject to the terms of this Agreement, Dedrone grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each License Term to download and/or use the Software, including the Dedrone Data, subject to the terms of this Agreement (the “**License**”). Customer must purchase a License to the Software for each unit of Hardware and/or Third-Party Hardware it uses with the Software. Accordingly, Customer may only use the Software with up to the number and type of Hardware and/or Third-Party Hardware units specified on the applicable Purchase Order, however Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses during a current License Term, the License Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. DroneTracker software is commercial software developed at private expense and is subject to the terms of Dedrone’s then-current End User License Agreement (“EULA”), or, if licensed as a service, Dedrone’s then-current Terms of Service (“ToS”). If Dedrone provides Customer with other software to which neither the EULA or the ToS apply, then the terms of this ECA apply to Customer’s use of such software.

**2.2 Restrictions.** Customer will not: (i) use (or allow a third party to use) the Products in order to monitor the availability, security, performance, or functionality of the Products, or for any other benchmarking or competitive purposes without Dedrone’s express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Products or any of their components; or (iv) use the Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Products in contravention of any applicable laws or regulations, as further set forth in Section 5.1 (each of (i) through (iv), a “**Prohibited Use**”).

## 3. HARDWARE WARRANTIES; RETURNS

**3.1 General.** Dedrone represents to the original purchaser of the Hardware that for a period of one year from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship (the “**Limited Warranty**”). By way of clarification, this Limited Warranty does not apply to Dedrone’s DroneDefender product, which is sold under separate terms and conditions.

**3.2 Remedies.** Customer’s sole and exclusive remedy and Dedrone’s (and its suppliers’ and licensors’) sole and exclusive liability for a breach of the Limited Warranty will be, in Dedrone’s sole discretion, commercially reasonable efforts to repair or replace the non-conforming Hardware. Repair or replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Dedrone may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been repaired or replaced under the Limited Warranty will be covered by the terms of the Limited Warranty for the longer of (a) ninety (90) days from the date of the delivery or the repaired Hardware unit or its replacement, or (b) the remainder of the original one-year Limited Warranty period.

**3.3 Returns.** To request a return under the Limited Warranty, Customer must notify Dedrone within the Limited Warranty period. To initiate a return, Customer must send a return request to Dedrone at [support@dedrone.com](mailto:support@dedrone.com) and clearly state details on where and when Customer

purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved in Dedrone's sole discretion, Dedrone will provide Customer with a Return Materials Authorization ("RMA") and prepaid shipping label via email that must be included with Customer's return shipment to Dedrone. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Dedrone issued the RMA. Dedrone will either repair or replace the Hardware in its sole discretion. Notwithstanding the foregoing, if Customer purchased the Product from a reseller, Customer may contact its reseller to arrange for the return.

**3.4 Subscription Replacements and Returns.** The warranty and support obligations with respect to Hardware licensed by Customer on a Subscription basis are set forth in the Airspace Security-as-a-Service Addendum attached hereto.

#### **4. DEDRONE OBLIGATIONS**

**4.1 General.** Dedrone is responsible for providing the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

**4.2 Availability.** Dedrone uses its commercially reasonable efforts to ensure that the Software it hosts as a cloud-based solution is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Software.

**4.3 Support.** If Customer experiences any errors, bugs, or other issues in its use of the Software Products, then Dedrone will provide Support in order to resolve the issue or provide a suitable workaround as described in Exhibit B. The fee for Support is included in the cost of the License. In order to ensure efficient communication, Customer will designate no more than three representatives to contact Dedrone's Support team (the "**Customer Support Contacts**"). As part of Dedrone's delivery of Support and training, Customer understands that Dedrone may access and use Customer's account at its request.

#### **5. CUSTOMER OBLIGATIONS**

**5.1 Compliance.** Customer will use the Products only in accordance with applicable specifications (the "**Specifications**") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Dedrone reserves the right to suspend use of any Products operating in violation of such laws, following written notice to Customer (in the form of an email). If Customer uses a radio jammer, or any other controlled device, in connection with the Software, Customer represents to Dedrone that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer

may be required to obtain legal authorization before any purchase or use of hardware sold by third parties.

**5.2 Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Software.

## 6. TERM AND TERMINATION

**6.1 Term.** The term of this Agreement will commence on the Effective Date and will continue for a period of three years (the “**Initial Term**”), regardless of whether Customer has any active Licenses to the Products. Thereafter this Agreement will automatically renew for successive one-year periods (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless either party provides 60 days prior written notice of its intent not to renew the then-current Term.

**6.2 Termination for Cause.** Either party may terminate this Agreement or any License Term for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**6.3 Effect of Termination.** If Dedrone terminates this Agreement or any License Term in accordance with Section 6.2, then Customer will pay Dedrone any unpaid fees covering the License Term up until the date of termination. If Customer terminates this Agreement or any License Term in accordance with Section 6.2, then Dedrone will refund Customer a pro rata portion of any prepaid fees allocable to the remaining License Term.

**6.4 Survival.** The following provisions will survive any expiration or termination of the Agreement: Sections 8; 9; 10; 12; and 13.

## 7. FEES AND SHIPPING

**7.1 Fees.** If Customer purchases the Products directly from Dedrone, then Customer will pay the fees for the Products set forth on the applicable Purchase Order. Any terms included by Customer on a Purchase Order that conflict with the terms of this Agreement will not be binding on Dedrone. Following acceptance of the Purchase Order, and shipment of the Products, Dedrone will submit an invoice to Customer for the Products, and payment will be due 30 days from the date of the invoice or upon the payment schedule set forth in the invoice with respect to Subscription license purchases (the “**Due Date**”). All Hardware will be shipped FCA, unless specified otherwise, with ownership passing at the point of shipment, to the location specified on the Purchase Order. If Customer purchases the Products from a reseller or other channel partner of Dedrone, then all payment and shipping terms will be as agreed between Customer and such partner.

**7.2 Overdue Charges.** If any undisputed, invoiced amount is not received by Dedrone by the Due Date, then (i) those charges may accrue late interest at the rate of 3.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and (ii) Dedrone may

condition the purchase of future Products on receipt of payment for previous Product and/or payment terms shorter than those specified on the previous Purchase Order.

**7.3 Taxes.** The fees payable hereunder are exclusive of any sales taxes (unless included on the invoice), or similar governmental sales tax type assessments, excluding any income or franchise taxes on Dedrone (collectively, "Taxes") with respect to the Products provided to Customer. Customer is solely responsible for paying all Taxes associated with or arising from this Agreement and shall indemnify, hold harmless and reimburse Dedrone for all Taxes paid or payable by, demanded from, or assessed upon Dedrone.

## **8. CONFIDENTIALITY**

**8.1 Confidential Information.** Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Dedrone's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Collected Data. Confidential Information does not include information which is (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

**8.2 Confidentiality Obligations.** Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

**8.3 Additional Exclusions.** A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

**8.4** Notwithstanding anything herein, so long as Customer is not a government entity, Dedrone has the right to reference Customer as one of its clients in promotional materials, and Customer

grants Dedrone a non-exclusive, non-transferable, non-assignable, revocable right and license to use Customer's company name and logo for such purposes.

## 9. DATA PROTECTION

**9.1 Data.** If Customer purchases a subscription to Software, as part of its operation, the Software may collect and send to servers owned, operated or controlled by Dedrone data or other information regarding Customer's use of the Software, which may include (i) information generated by each Sensor deployed by Customer, 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**").

**9.2 Use of Collected Data.** Dedrone will have the right to 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. Customer acknowledges 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.

**9.3 Security.** Dedrone maintains industry standard physical, technical, and administrative safeguards (the "**Security Measures**") in order to protect Collected Data.

**9.4 No Access.** Except for the Collected Data, Dedrone does not (and will not) collect, process, store, or otherwise have access to any personal information, about Users or users of Customer's products or services.

## 10. OWNERSHIP

**10.1 Dedrone Property.** Dedrone owns and retains all right, title, and interest in and to the Dedrone Data, the Software, and all intellectual property embodied in the Hardware. Except for the limited license granted to Customer in Section 2.1, Dedrone does not by means of this Agreement or otherwise transfer or license any rights in the Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Dedrone's intellectual property rights in the Products or any Dedrone Data.

**10.2 Customer Property.** Customer owns and retains all right, title, and interest in and to the Collected Data and does not by means this Agreement or otherwise transfer any rights in the Collected Data to Dedrone, except for the limited rights set forth in Section 9.2.

## 11. INDEMNIFICATION

**11.1 By Dedrone.** Dedrone will indemnify, defend, and hold Customer, its Affiliates, and their respective owners, directors, members, officers, and employees (collectively, “**Customer Indemnitees**”) harmless from and against any claim, action, demand, suit or proceeding (each, a “**Claim**”) made or brought by a third party against any of the Customer Indemnitees alleging that Customer’s use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party. Dedrone will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Dedrone prompt written notice of the Claim, (ii) gives Dedrone sole control of the defense and settlement of the Claim (provided that Dedrone may not settle any Claim without the Customer Indemnitee’s written consent, which will not be unreasonably withheld), and (iii) provides to Dedrone all reasonable assistance, at Dedrone’s request and expense. If Customer’s right to use the Products hereunder is, or in Dedrone’s opinion is likely to be, enjoined as the result of a Claim, then Dedrone may, at Dedrone’s sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products. Dedrone will have no indemnification obligations under this Section 11.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Dedrone; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) where the Claim arises out of specifications provided by Customer. This Section 11.1 sets forth Dedrone’s sole and exclusive liability, and Customer’s exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

**11.2 By Customer.** Customer will indemnify, defend, and hold harmless Dedrone, its Affiliates, and their respective owners, directors, members, officers, and employees (together, the “**Dedrone Indemnitees**”) from and against any Claim related to (a) Customer’s or a User’s engaging in a Prohibited Use, (b) any and all acts or omissions of its Users, and (c) Customer’s reliance on use of any Product or application of any data arising from use of any Product. Customer will pay any settlement of and any damages finally awarded against any Dedrone Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Dedrone (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Dedrone’s prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer’s request and expense.

## 12. LIMITATIONS OF LIABILITY

**12.1 Disclaimer.** EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, DEDRONE MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO ANY PRODUCT OR THIRD-PARTY HARDWARE, OR ANY MATERIAL OR SERVICE

FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. WITHOUT LIMITING THE FOREGOING, DEDRONE HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. DEDRONE DOES NOT WARRANT THAT ANY PRODUCT WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF ANY PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECT WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, DEDRONE DOES NOT GUARANTEE ANY RESULT OF ANY PRODUCT, AND IN NO EVENT SHALL DEDRONE BE LIABLE TO CUSTOMER FOR CUSTOMER'S RELIANCE ON USE OF ANY PRODUCT OR APPLICATION OF ANY DATA ARISING FROM USE OF ANY PRODUCT. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT PRODUCTS ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE IN WHICH THE FAILURE OF SUCH PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, "**HIGH RISK ACTIVITIES**"). DEDRONE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED GUARANTEE OF FITNESS FOR SUCH HIGH RISK ACTIVITIES.

**12.2 Limitation of Liability.** EACH PARTY HERETO AGREES THAT WITH THE EXCEPTION OF THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, AND ABSENT GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE OTHER PARTY (COLLECTIVELY, "**EXCLUDED CLAIMS**"), NEITHER THE OTHER PARTY NOR ITS AFFILIATES NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM WILL BE LIABLE TO SUCH PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

**12.3 Liability Cap.** EXCEPT WITH RESPECT TO EXCLUDED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO DEDRONE UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. IN THE CASE OF EXCLUDED CLAIMS, SUCH LIMIT WILL BE EQUAL TO THREE TIMES THE TOTAL AMOUNT PAID BY CUSTOMER TO DEDRONE UNDER THIS AGREEMENT DURING THE TERM. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

### **13. GOVERNING LAW; ARBITRATION**

This Agreement is governed by the laws of California without reference to conflicts of law rules.

Any dispute, claim or controversy in connection with this Agreement, including any questions regarding its formation, existence, validity, enforceability, performance, interpretation, breach or

termination, shall be resolved by a final, binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association. The following parameters shall apply to the arbitration: (i) the arbitration shall be decided by one (1) arbitrator appointed in accordance with such rules; (ii) the place of the arbitration shall be San Francisco, California, USA; (iii) the language of the arbitration shall be English; (iv) at any time, Customer or Dedrone may seek or obtain preliminary, interim or conservatory measures from the arbitrator or from a court of competent jurisdiction; and (v) Customer and Dedrone shall bear equally the cost of the arbitrator. Notwithstanding the foregoing, any dispute in respect of ownership, validity, enforceability or infringement of any patent or patent application (a "**Patent Dispute**"), whether owned or controlled by Customer or Dedrone, will be resolved by a court of competent jurisdiction or before the applicable administrative agency and not by arbitration.

Any claims brought by Customer or Dedrone must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither Customer nor Dedrone will participate in a class action or class-wide arbitration for any claims covered by this Agreement.

For any preliminary, interim or conservatory measures or any Patent Dispute (other than any Patent Dispute that must be resolved before any administrative agency or a court of a jurisdiction outside of the USA), Customer and Dedrone each consent to the non-exclusive personal jurisdiction of the state or federal courts located in San Francisco, California, USA and each hereby waive any claim of forum non conveniens or that such venue is inappropriate.

#### **14. MISCELLANEOUS**

This Agreement is the entire agreement between Customer and Dedrone and supersedes all prior agreements and understandings concerning the subject matter hereof. Customer and Dedrone are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Dedrone. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Dedrone's account information and in the case of Dedrone, to the address listed above, or (ii) by electronic mail to Customer's email address on record in Dedrone's account information or to Dedrone at support@dedrone.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals.

## EXHIBIT A

### SERVICE LEVEL AGREEMENT

**1. Definitions.** For purposes of this Service Level Agreement, the following terms have the meaning ascribed to each term below:

“**Emergency Downtime**” means such time as the Software is offline due to a short-term emergency condition.

“**Downtime**” means time when Customer is unable to access the Software by means of a web browser and/or API as a result of failure(s) in the Software or architecture, as confirmed by Dedrone, except not including Excused Downtime.

“**Excused Downtime**” means any downtime that is Maintenance Downtime or Emergency Downtime.

“**Maintenance Downtime**” means such time as the Software is offline or unavailable for regularly scheduled system maintenance or migration of customer data.

“**Monthly Uptime Percentage**” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“**Service Credit**” means the number of days that Dedrone will add to the end of the applicable License Term, at no charge to Customer.

### **2. Service Level Warranty.**

During the Term, the Monthly Uptime Percentage will be at least 99.9% in any calendar month (the “Service Level Warranty”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

**Monthly Uptime Percentage:** < 99.9% - ≥99.0% **Days Credited:** 3

**Monthly Uptime Percentage:** < 99.0% - ≥95.0% **Days Credited:** 7

**Monthly Uptime Percentage:** ≤ 95.0% **Days Credited:** 15

### **3. Customer Must Request Service Credit.**

In order to receive Service Credit, Customer must notify Dedrone (at [support@dedrone.com](mailto:support@dedrone.com)) within 30 days from the time Customer becomes eligible to receive a Service Credit under the terms of this Agreement. Failure to comply with this requirement will forfeit Customer’s right to receive Service Credit.

**4. Maximum Service Credit.** The aggregate maximum amount of Service Credit to be issued by Dedrone to Customer for all Downtime that occurs in a single calendar month will not exceed 15 days. Service Credit may not be exchanged for, or converted into, monetary amounts.

**5. Exclusions.** The Service Level Warranty does not apply to any performance issues that (i) are caused by riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, earthquakes, or any other causes that are beyond Dedrone's reasonable control (including any problems beyond the demarcation point of Dedrone's hosting infrastructure) so long as Dedrone uses commercially reasonable efforts to mitigate the effects of such force majeure, (ii) resulted from Customer's equipment or third party equipment or service (e.g. Customer's internet connection), or both, or (iii) resulted from Customer's violation of the Agreement.

**6. Exclusive Remedy.** This Agreement sets forth Customer's sole and exclusive remedy for any failure by Dedrone to meet the Service Level Warranty.

## EXHIBIT B

### SUPPORT TERMS

This Support Services Exhibit sets forth the terms on which Dedrone provides technical support ("Support") to Customer (the "Support Terms").

#### 1. Definitions

**"Error"** means a failure of the Software to conform to the published specifications, resulting in the inability to use, or material restriction in the use of, the Products.

**"Escalation"** means the process by which Dedrone will work continuously, and at multiple levels of its organization, to resolve an Error if not resolved within the specified Resolution Time set forth in Section 4, below.

**"Start Time"** means the time at which Dedrone first becomes aware of an Error during Dedrone's regular business hours, following initiation of a Support case by Customer in accordance with Sections 2 and 3, below.

**2. General.** During a License Term, Dedrone will provide the Support described in these Support Terms during normal business hours. Our business hours for the regions Europe, the Middle East and Africa (EMEA) and the Asia-Pacific region (APAC) are 9am – 5pm CET / CEST. Our business hours for the region North America and South America (AMERICAS) are 9am – 5pm EST.

**3. Contacts.** The Customer Support Contacts may initiate a Support case by emailing support@dedrone.com. Emergency cases must be opened via phone. Customer may initiate an unlimited number of Support cases.

**4. Software: Priority Levels and Timeframes.** For Dedrone Software Products, Dedrone will establish the Priority Level of an Error and the corresponding Support case in its sole discretion and will use its commercially reasonable efforts to adhere to the Response Times and Resolution Times set forth below during the hours set forth in Section 2, above. If an Error is not addressed within the Resolution Time set forth below, Dedrone will commence an Escalation.

PRIORITY LEVEL	DESCRIPTION	RESPONSE TIME	RESOLUTION TIME
1	<b>Major Impact:</b> Software Products are inoperable or the performance of the Software Products are so severely reduced that Customer cannot reasonably continue to use the Software Products because of the Error, the Error cannot be circumvented with a workaround, and it affects Customer's ability to perform its business.	4 business hours	8 business hours
2	<b>Moderate Impact:</b> Performance is significantly degraded such that Customer's use of the Software Products are materially impaired, but the Error can be circumvented with a workaround.	8 business hours	24 business hours
3	<b>Minor Impact:</b> Customer is experiencing a performance, operational, or functional issue in its use of the Software Products that can be circumvented with a workaround, and the Error causes only minimal impact to the Customer's ability to use the Software Products.	16 business hours	40 business hours
4	<b>General Questions:</b> No issue with performance or operation of the Software Products. These include standard questions on the API configuration, dashboard functionality, enhancement requests, or documentation clarification.	24 business hours	72 business hours

**5. Conditions, Exclusions, and Termination.** In addition to the foregoing terms of Support:

**(a) Conditions.** Dedrone's obligation to provide Support is conditioned upon the following: (i) Customer makes reasonable efforts to solve the Error after consulting with Dedrone; (ii) Customer provides Dedrone with sufficient information and resources to correct the Error, as well as any and all assistance reasonably requested by Dedrone; and (iii) Customer procures, installs, and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to access and operate the Products

**(b) Exclusions.** Dedrone is not obligated to provide Support in the following situations: (i) the problem is caused by Customer's negligence, hardware malfunction, or other causes beyond the reasonable control of Dedrone; or (ii) the problem is with third party software not licensed through Dedrone.

**(c) Termination.** Dedrone reserves the right to conclude its performance of a Support case when, in its reasonable discretion, Dedrone determines that it has provided a satisfactory resolution or workaround to the Error.

# Dedrone Addendum for Airspace Security-as-a-Service (ASaaS)

Last updated: March 2021

## 1. TERMS AND CONDITIONS.

This Dedrone Addendum for Airspace Security-as-a-Service (“Addendum”) is an Addendum to the End Customer Agreement between Customer and Dedrone (the “ECA”) and sets forth the terms and conditions that apply when Dedrone provides its Airspace Security-as-a-Service (“ASaaS” or the “Service”) to Customer, pursuant to an applicable Quotation issued to Customer by Dedrone (the “Quotation”).

Each undefined, capitalized term used in this document will have the meaning set forth in the ECA. This Addendum only covers ASaaS. Any additional products or services requested by and provided to Customer by Dedrone are subject to Dedrone’s terms, conditions and fees applicable to such additional services and products.

## 2. DESCRIPTION.

**2.1 Airspace Security-as-a-Service.** Dedrone’s Airspace Security-as-a-Service Product consists of the specific Dedrone Hardware (for example, an RF-160 or RF-360 Sensor) and Software described in Customer’s Quotation and is provided on a subscription basis (the “Subscription”).

**2.2 Use During Subscription Term.** Upon execution of Quotation and payment of applicable Fees, Customer shall be granted a non-exclusive, non-transferable and non-sublicensable license for the Term (as defined below) to use the Service identified in the Quotation. Any Software provided by Dedrone to Customer is licensed for Customer’s use pursuant to the terms of the ECA. Use of Dedrone ASaaS is personal to the Customer named in the Quotation. Customer may not transfer, sub-lease, use as a service bureau or otherwise use Dedrone ASaaS on behalf of any other entity, or permit any other entity to use Dedrone ASaaS.

**2.2 Warranty; End of Life.** At no additional charge during the Subscription Term, Dedrone will provide Customer with: (i) repair or replacement of any Hardware (other than DroneDefender) that does not conform to the Limited Warranty set forth in the ECA during the one (1) year period from first shipment of the Hardware to Customer in accordance with Section 3 of the ECA, provided that Customer follows the return procedures set forth in Section 5 below; (ii) technical support for Software in accordance with the Exhibit A (“Service Level Agreement”) and Exhibit B (“Support Terms”) of the ECA; and (iii) any upgrades for the Software that Dedrone generally releases as part of its commercial offerings. Hardware provided in connection with replacement or repair may be refurbished. If Dedrone decides to End-of-Life a particular Hardware Product, it

shall notify Customer and provide Customer with a replacement for such Hardware Product at no additional charge. For purposes of this paragraph, “End-of-Life” means that Dedrone, in its sole discretion, has decided it will no longer continue to support such Hardware Product that is provided subject to Subscription.

**2.3 Post-Warranty Support.** At no additional charge during the Subscription Term, Dedrone will provide the following support for Dedrone Hardware Products (other than DroneDefender): after the one (1) year Limited Warranty from shipment set forth in the ECA has expired, Dedrone will, in Dedrone’s sole discretion, use commercially reasonable efforts to repair or replace Hardware that is not substantially free of defects in materials and workmanship. Repair or replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Dedrone may replace the Hardware unit with a similar product of similar function. Customer must follow the return procedures set forth in Section 5 below.

**2.4 Title to Hardware.** The Hardware provided as part of the Service is the sole property of Dedrone or its licensors or service providers. Customer will have no rights whatsoever in or to the Hardware other than the right to use during the Subscription Term in accordance with this Addendum. Customer acknowledges and agrees that this Addendum is for a service and nothing herein will be deemed or construed as a lease or other grant or transfer of any real or personal property.

### **3. PRICING AND PAYMENT.**

**3.1 Pricing.** Pricing for the Service is set forth in the Quotation. Pricing for the Service beyond the time period set forth in the Quotation may change and, if so, shall be set forth in a renewal notice provided by Dedrone to Customer.

**3.2 Payment.** Payment terms for the Service are subject to the terms and conditions set forth in the Quotation. Customer shall pay Dedrone, or have paid via a distributor or reseller, a monthly ASaaS Subscription Fee (the “Fees”) as set forth in the Quotation for the time period stated in the Quotation, and for any subsequent period(s), as set forth in a renewal notice provided by Dedrone to Customer via written notice (which may be by email as provided in the ECA), on a monthly basis in advance on the first day of each month. Customer acknowledges and agrees that if Dedrone does not receive written notice from Customer of a request for Service termination, then Customer shall continue to pay Dedrone the Total Monthly Fee as long as Customer’s account remains active regardless if Customer is using the Service. Fees are non-refundable and there will be no credits for partial months of use or months unused with an open account.

### **4. TERM AND TERMINATION.**

**4.1 Term.** The term of Customer’s Quotation commences on the later of the signature dates set forth on the Quotation (“Effective Date”), and will continue for a the Subscription period set forth on the Quotation, which is a minimum of three (3) months for ASaaS using Dedrone’s RF-160 Sensor and a minimum of six (6) months for ASaaS using Dedrone’s RF-360 Sensor (“Initial Term”), and thereafter, unless otherwise specified in the Quotation, shall automatically renew for successive time periods of equal duration unless and until terminated in accordance with this

Addendum (each, a “Renewal Term” and collectively with the Initial Term, the “Term”).

**4.2 Termination.** Either party may also terminate this Addendum by providing the other party with prior, written notice (“Termination Notice”) at least thirty (30) days (“Termination Notice Period”) prior to the end of the then-current Term (“Termination Date”).

**4.3 Suspension.** Customer acknowledges and understands that Customer’s abuse or misuse of the Service could adversely affect Dedrone. Dedrone reserves the right to limit or suspend Customer’s use of the Service in the event of any abuse or misuse of the Service by Customer, including, without limitation, any use that Dedrone determines, at its sole discretion, may adversely affect Dedrone.

**4.4 Cancellation / Early Termination.** Customer’s commitment to receive the Service begins on the Effective Date and is effective until the end of the Term. If Dedrone terminates the Quotation due to Customer’s non-payment or other default before the end of the Term for the Service, or if Customer cancels the Service prior to the end of the Term for such Service, then Customer shall pay Dedrone on or before the Termination Date, in addition to all other amounts owed pursuant to the Quotation, an early termination fee equal to the Total Monthly Fee as of the date the applicable party received the Termination Notice (based on an average of the Total Monthly Fee for the six (6) month period immediately preceding the date the applicable party received the Termination Notice) multiplied by the number of months remaining in the then-current Term of the Quotation (as of the notice of termination or cancellation) (“Early Termination Fee”). The Early Termination Fee is not a penalty, but rather a charge to compensate Dedrone for Customer’s failure to satisfy the service commitment on which Customer’s rate plan is based.

## **5. INSTALLATION AND RETURNS.**

**5.1 Installation.** Customer is responsible for installation of the Service in accordance with Dedrone’s specification. Dedrone will provide complimentary Dedrone virtual support for installation of RF-160 Sensors. RF-360 Sensor installation must be completed (at Customer’s cost) by a Dedrone-authorized trained partner or Dedrone.

**5.2. Return Procedures.** Customer must notify Dedrone in writing at support@dedrone.com and clearly state details describing the non-conformance of the Hardware, and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer’s reason for returning the Hardware, and Customer’s name, mailing address, email address, and daytime phone number. Dedrone will promptly respond to Customer with a repair plan including the projected schedule. If Customer is returning Hardware, Customer must dismantle the Sensor installation and return Sensor in its original packaging or suitable alternative packaging.

**5.3 Risk of Loss.** Risk of loss for Hardware shall transfer to Customer upon the delivery of the Hardware to the Customer. Customer shall be liable to Dedrone for all damage, other than normal wear and tear, to Hardware.

**5.4 Non-Returned Hardware.** If the applicable Term has expired, and Customer fails to return the Hardware to Dedrone as required hereunder, then Dedrone will invoice Customer for each such

Hardware Product at a rate based on then-current or last suggested retail price, as applicable, and Customer agrees to pay such invoice no later than thirty (30) days from invoice date.

**6. ENTIRE AGREEMENT** Except as expressly stated herein, all terms and conditions of the ECA remain unchanged. This Addendum, the ECA and the Quotation set forth the entire agreement between Dedrone and Customer regarding the subject matter.