

Altus Intelligence Incorporated (Altus UAS International Limited) Terms and Conditions of Sale

These Terms and Conditions of Sale (the “Terms and Conditions”) constitute an agreement between you (jointly and severally, the purchaser and any person or legal entity on whose behalf or at whose direction such purchaser is acting (the “Customer”) and any of the above Altus Group of Companies (hereinafter referred to as “Altus”).

The Customer and Altus agree that the purchase, sale, and use of Altus hardware and software products (the “Products”) and any related services and support (the “Services”) provided hereunder are subject to these Terms and Conditions. Altus shall not be bound by Customer additional or different terms, including the terms of any purchase order or similar document provided by Customer.

Customer agrees that these Terms and Conditions shall become a legally binding contract upon the occurrence of any of the following acts:

- (a) Customer ordering or purchasing any Product or Service,
- (b) Customer providing to Altus a specification of assortments, delivery dates, shipping instructions, or instructions to bill and hold as to all or any parts of the Products,
- (c) Customer taking delivery of the whole or any part of such parts or Products,
- (d) Customer assenting to these Terms and Conditions in writing, orally, or by conduct, or
- (e) Customer consenting to these Terms and Conditions by means of an electronic signature or by affirmatively checking the box indicating Customer acceptance to these Terms and Conditions on the Altus website.

1. PRICING AND PAYMENT

All quoted prices are in US dollars, unless otherwise explicitly stated, and are valid for thirty (30) days. Product prices are exclusive of, and Customer shall be responsible for the payment of, all shipping charges, costs of freight, taxes, import fees, insurance, duties, value added taxes, and the like. Payment will be due upon the terms contained in the invoice and may include a 50% deposit on signing of this agreement, with final due on delivery of Product.

If at any time, Customer

- (i) is liquidated, dissolved, ceases to do business or otherwise terminates its business operations;
- (ii) becomes insolvent;
- (iii) makes a general assignment for the benefit of creditors;
- (iv) institutes or has instituted against it any proceeding under any Law relating to bankruptcy or insolvency or a receiver or trustee is appointed for all or a substantial part of its assets; or
- (v) fails to make a payment when due or defaults in any way,

Altus may, at its option, alter terms of payment, declare all amounts owed by Customer past due, suspend credit and delay shipment, terminate any licenses granted here under, and pursue any other remedies available to Altus at law or under these Terms and Conditions. In such event, Customer agrees to indemnify and reimburse Altus for its reasonable expenses, including, but not limited to, collection fees, court costs and attorney fees associated with collection of past-due balances. Unless otherwise explicitly stated late payments or past due balances are subject to a 2% late fee compounded monthly.

2. DELIVERY

Altus agree to deliver the Altus hardware within thirty eight (38) days from the date the deposit is received. Should the hardware include third party sensors and or integration then Altus shall do everything within its endeavors to meet that timeline, but can not be held liable for delays caused by the third party supplier or issues with integration of that third party product.

3. LIMITED WARRANTY

Altus warrants to the original purchaser of the Product that, at the time of purchase, the Product is free from material defect in materials and workmanship. Should the Product fail during normal customer usage and conditions due to defective material or workmanship within one year from the date of purchase, such defect(s) will be repaired or replaced at, Altus’ option, without charge for parts or labor directly related to the defect(s).

This Warranty extends only to customers who purchase the product from an Altus authorized reseller and is not transferable or assignable. This Warranty does not apply to:

- 1) Product subjected to abnormal use or conditions, accident (including without limitation, collision, crash or fire), alteration, or improper repair;
- 2) damage from exposure to moisture or extreme environmental conditions;
- 3) damage from use with any accessory, software or other product not expressly authorized by Altus;
- 4) damage from external causes such as dirt, sand, battery leakage, or improper usage of any electrical source; or
- 5) use in violation of law or ordinances in effect in the jurisdiction in which the Product is used.

Notwithstanding the foregoing, if the autopilot flight file cannot be provided to evidence the fault, this warranty is void. See airframe manual on how to download the autopilot flight file.

Altus assumes no liability for any accident, injury, death, loss, or other claim related to or resulting from the use of the Product.

To the extent allowed by applicable law, this limited warranty is expressly in lieu of any other warranties, expressed or implied, in fact or by law, applicable to the product. Altus specifically disclaims and excludes all other warranties, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The aforementioned remedies of repair or replacement are the only remedies under this limited warranty. Altus expressly and specifically disclaims all other remedies, obligations, and liabilities, including, but not limited to, loss of the product’s use, loss of time, inconvenience, commercial loss, loss of profits, loss of goodwill, and any and all other consequential and incidental damages. Altus neither assumes nor authorizes anyone else to assume on its behalf any further obligations or liabilities pertaining to the product not contained in this limited warranty.

4. CUSTOMER REMEDIES

Altus sole obligation with respect to the foregoing Limited Warranty shall be to, at Altus’ option, repair or replace any defective Product. In the event Customer suspects that a Product is defective, Customer may return such Product to Altus together with a statement indicating Customer basis for suspecting that the Product is defective. Altus may examine the Product and

determine whether the Product is defective. If Altus determines that the Product is defective and covered by the Limited Warranty, Altus will repair or replace the Product. If your Product does not qualify for warranty repair or replacement, Altus will notify you. You may authorize us to repair the Product at your expense, including an inspection fee.

4. PRODUCT RETURNS

All Sales are final. Altus at its sole discretion can elect to accept returns for either store credit or the used value of the item or items returned. At any rate customer is responsible for all costs for shipping and handling (customer assumes shipping risks). Products must be unaltered, and undamaged, and all original package contents are returned. Customer shall contact Altus in writing to acquire a Return Merchandise Authorization (“RMA”) and RMA reference number. After an RMA reference number is issued to Customer by Altus, the Product must be packaged securely to ensure that it will not be damaged in transit. The RMA reference number must be prominently marked on the outside of the shipping package.

5. ALTUS TECHNOLOGY

“Altus Technology” means any proprietary rights of Altus in the Products, Altus software (“Software”), which shall include all software provided by Altus, and any and all software embedded in the Products (“Embedded Software”), including

- (i) all inventions, techniques, know-how, drawings, designs, processes, machines, compositions of matter, articles of manufacture, data structures, functionality, formulas and algorithms, and related underlying intellectual property rights therein, and
- (ii) all proprietary rights in tooling, material or equipment Altus uses in the manufacture, testing or assembly of Products,

in each case (i) or (ii) whether or not evidenced by registered copyrights, trademarks, or patents. As between Customer and Altus, Altus is the sole and exclusive owner of all Altus Technology. Customer only rights under the Altus Technology shall be to use the Products and Software for their intended commercial purpose and in accordance with user documentation, which may be provided from time to time by Altus (the “Intended Purpose”). Customer shall not directly or indirectly challenge the validity or Altus ownership of the Altus Technology. Customer agrees and acknowledges that Customer use of the Altus Technology shall be subject to the terms of the limited license granted herein. Except as expressly set forth in this Agreement, no rights under any intellectual property or other proprietary rights of Altus are implied or granted hereunder. All rights to Altus Technology not expressly granted to the Customer under these Terms and Conditions are reserved to Altus.

6. LICENSE

Altus hereby grants to Customer a non-exclusive, non-transferable, non- sub licensable, paid-up license (the “License”) under the Altus Technology to use the Products and the Software solely for their Intended Purpose. Customer may (a) use one (1) copy of the Software on one (1) computer or (b) use the Software on a multi-user or network system only if (i) the Software is expressly labeled for use on a multiuser or network system, or (ii) one (1) copy of the Software is obtained for each node or terminal on which the Software is to be used simultaneously. Customer shall not use, make, manufacture, or reproduce copies of Software or Embedded Software, except that Customer may make additional copies of the Software solely to the extent necessary for backup or archival purposes. Customer shall retain all copyright notices on all authorized copies of the Software and Embedded Software.

7. NO REVERSE ENGINEERING

Customer agrees that it shall not (nor shall it permit any third party under its direct or indirect control) attempt to reverse engineer, decrypt, disassemble, decompile, decipher, reconstruct or re-orient the source code, algorithms, logic or program code in any of Altus Products, including hardware, Software, Embedded Software, models or prototypes which are provided pursuant to these Terms and Conditions, including, without limitation, for purposes of designing, developing, manufacturing, or marketing a product that includes similar functionality to that of the Products or that otherwise competes with the product.

8. CONFIDENTIALITY

“Confidential Information” means any non-public information disclosed by Altus to Customer, either directly or indirectly, in writing, orally or by inspection of Products, Software or Embedded Software, which is confidential, trade secret or proprietary to Altus or any third party that has furnished it to Altus. Confidential Information shall specifically include:

- a) all Altus Technology;
- b) Altus non-public information, in whatever form, of a technical nature, including ideas, concepts, creations, technology, inventions, discoveries, developments, techniques, processes, know-how, drawings, designs, specifications, data, formulas and algorithms included in the Products, Software, and Embedded Software; and
- c) Altus non-public information, in whatever form, of a business nature.

Customer agrees:

- (i) to hold the Confidential Information in trust and strictest confidence;
- (ii) to use the Confidential Information only as necessary to implement and use the Products for their Intended Purpose;
- (iii) to not reproduce the Confidential Information;
- (iv) to keep the Confidential Information locked in a secure facility when not in use; and
- (v) to not to disclose, deliver, provide, disseminate or otherwise make available, directly or indirectly, any Confidential Information to any third party without first obtaining Altus express written consent. Customer shall take at least the same degree of care that it uses to protect its own most highly confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information.

The foregoing obligations shall not apply to any Confidential Information that:

- (i). was publicly known and generally available in the public domain prior to the time of disclosure by Altus;
- (ii). was rightfully known by Customer, without restriction, prior to the time of first disclosure by the Disclosing Party;
- (iii). (was independently developed by Customer without the use of the Confidential Information; or
- (iv). was rightfully obtained by Customer, without restriction, from a third party who has the right to make such disclosure and without breach of any duty of confidentiality to the Disclosing Party.

Customer may disclose Confidential Information to the extent required by law, provided that

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Customer shall first give reasonable advance notice of such compelled disclosure to Customer, and shall cooperate with the Altus in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information.

9. REMEDIES

Customer agrees that, due to the unique nature of the Confidential Information, its unauthorized disclosure or use will cause irreparable harm and significant injury to Altus, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Customer agrees that Altus, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of Customer obligations with regard to Confidential Information under these Terms and Conditions without the necessity of posting any bond or other security. Customer shall notify Altus in writing immediately upon becoming aware of any such breach or threatened breach.

10. LIMITATION OF LIABILITIES

The Products Are Provided "As Is" And In No Event Shall Altus Be Liable To Customer Or Any Third Party For Consequential, Indirect, Punitive, Special, Exemplary Or Incidental Damages (including But Not Limited To Loss Of Profits, Business Or Opportunity Or Similar Damages Which May Arise In Connection With Any Of Altus Products) Arising From Or Relating To The Sale, Delivery Or Use Of The Products. Altus Total Cumulative Liability Under This Agreement To Customer Or Any Third Party (including Indemnity Obligations), Whether In Contract Or Tort Or Otherwise, Will Not Exceed The Amount Paid By Customer To Altus During The Prior 12-Month Period For The Product Giving Rise To Such Liability.

11. SHIPMENT

Title to all purchased material and risk of loss therefore is passed from Altus to Customer at the time of shipment from Altus facility. Unless otherwise agreed upon in writing, all purchased material will be shipped uninsured. Altus may request partial shipment and invoice accordingly.

12. ASSIGNMENT

Customer may not assign any rights or delegate any duties hereunder without the prior written approval of Altus and any attempt to assign any rights, duties or obligations hereunder without Altus written consent will be void. Altus may assign all or any part of its rights to payment without Customer consent and may assign all its rights and delegate all its duties in connection with these Terms and Conditions.

13. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents, warrants, and covenants that:

- (1) Customer will use the Altus Products solely for their Intended Purposes, in accordance with applicable law and these Terms and Conditions;
- (2) in accordance with Section 7 of these Terms and Conditions, Customer will not reverse engineer the Products for the purposes of developing a product that is substantially similar to or in competition with the Products; and
- (3) all information provided by Customer, including, without limitation, Customer identification information and information relating to entities with which Customer is associated is true and correct.

14. INDEMNIFICATION BY CUSTOMER

Customer shall defend, indemnify and hold harmless Altus and its and their respective directors, employees, officers, agents, successors and assigns (each, an "Indemnity") from and against any and all damages, losses, liabilities, costs, expenses, penalties, judgments, settlements, claims, or causes of action including reasonable attorneys' fees and disbursements, professional fees, and court costs actually incurred by an Indemnity as a result of, arising out of, or in connection with: (i) any breach by Customer of any representation, warranty, or other obligation of Customer under these Terms and Conditions; (ii) death or bodily injury to any person or destruction or damage to property arising out of any Customer product; (iii) any gross negligence or willful misconduct by Customer or its affiliates, or their respective directors, officers, employees, or agents.

15. FORCE MAJEURE

Altus will not be liable for any failure to perform due to unforeseen circumstances or causes beyond Altus reasonable control, including, but not limited to, natural disasters, war, terrorism, riot, embargoes, government acts, delay in delivery or inability to deliver by Altus vendors due to vendor force majeure, fire, flood, accident, strikes, or inability to secure transportation, fuel, or energy. In the event of force majeure, Altus time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

16. EXPORT LAWS

The Products are subject to control under the U.S. Export Administration Regulations and other applicable U.S. export control laws and regulations. Customer agrees that it will not export, re-export or transfer the Products via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the U.S. Government. Altus reserves the right not to ship the Products ordered if, at any time, Altus believes that such shipment may violate U.S. export control laws.

17. CHOICE OF LAW

This document and any purchases of Altus Products within the United States of America covered by it shall be governed by the laws of the state of Georgia, U.S.A., without regard to conflicts of law rules. Any legal action related to these Terms and Conditions and any purchases of Altus Products within the United States of America covered by it shall be brought in the courts of the state of Georgia or in the U.S. District Courts situated there.

This document and any purchases of Altus Products outside of the United States of America covered by it shall be governed by the laws of New Zealand, without regard to conflicts of law rules. Any legal action related to these Terms and Conditions and any purchases of Altus Products outside of the United States of America covered by it shall be brought in the courts of New Zealand situated there.

The parties hereby

- (i) consent to the exclusive jurisdiction of such courts in any such legal action,
- (ii) agree that service of process in any such action shall be effected in accordance with the statutes of the jurisdiction, as appropriate, and

- (iii) waive any objections either party may now or hereafter have to the venue of any such legal actions in such courts.

18. OTHER

These Terms and Conditions may not be superseded, cancelled, modified, or amended except in a writing signed by an officer of each party. No other act, document, usage, or custom will be deemed to supersede, cancel, modify or amend these Terms and Conditions. If any provision of these Terms and Conditions are determined to be invalid, illegal, or unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties and the remaining provisions will remain in full force and effect. BUYER will permit Altus to identify BUYER as a customer of Altus in public and web documentation, when speaking, and during demonstrations for marketing purposes.