

KESPRY TERMS OF SERVICE AND END USER LICENSE AGREEMENT

These Terms of Service and End User License Agreement (“Agreement”) between you (“Customer” or “you”) and Kespry Inc. (“Kespry”) set forth the terms and conditions under which Kespry will provide Kespry’s software and online services associated with the Kespry Drone System (the “System”), which is leased or subleased to you pursuant to a separate Customer Agreement or Customer Lease Agreement or Customer Sublease Agreement (the “Customer Agreement”) between you and Kespry or Kespry’s authorized reseller (“Reseller”), as applicable. THIS AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE CUSTOMER AGREEMENT. THE CUSTOMER AGREEMENT CONTAINS IMPORTANT TERMS AND CONDITIONS REGARDING THE SYSTEM.

By agreeing to the terms of the Customer Agreement or by downloading or using the software or online services associated with the System, you agree that you have read, understood, and agree to be bound by the following terms and conditions:

1. SOFTWARE AND ONLINE SERVICES.

a) Software.

- i) The System’s equipment (“Equipment”) contains embedded software which is proprietary to Kespry or its licensors (“Embedded Software”). You are authorized to use the Embedded Software only with the Equipment. You may not extract the Embedded Software from the Equipment or use it with any other system or equipment.
- ii) The tablet computer software application portion of the System (the “Software Application”) is distributed separately. The Software Application is licensed only for use with the System’s online services provided by Kespry (“Online Services”) and the Equipment. Subject to the restrictions set forth in this Agreement and the Customer Agreement, Kespry grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use one copy of the Software Application in object code format on one iOS device that you own or control, solely for use with the Equipment and Online Services as authorized in the Customer Agreement. To the extent that any conflict exists between this Agreement and the End User License Agreement distributed with the Software Application, this Agreement shall control.
- iii) You hereby acknowledge that third party terms and fees may apply to the use and operation of your mobile device in connection with your use of the Software Application, such as your carrier’s terms of services, and fees for phone service, data access, or messaging capabilities, and that you are solely responsible for payment of any and all such fees.
- iv) The Software Application or Embedded Software (together, “Software”) may contain open source software which may have its own applicable license conditions. This Agreement does not purport to limit your rights under such open source software license agreements. All open source software is provided WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. Copyrights to the open source software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

- b) Online Services. Kespry will configure the Equipment to transmit the data captured by you using the Equipment and the Software to Kespry’s Online Services for rendering into visual information (“Visual Information”) and displaying such Visual Information. Visual Information consists of the totality of output provided to you by Kespry, including but not limited to: 3D models, point clouds, georeferenced orthophotos, and elevation maps. You hereby consent to the collection, use, and transfer of your data, including, but not limited to, location data, as outlined in the Kespry Privacy Policy, as updated from time to time, which is hereby incorporated herein by reference and is available at <http://www.kespry.com/privacy-policy/>.

- c) System Operation. You, and not Kespry, are the operator of the Equipment. You assume full responsibility for: (i) the proper installation of the Software Application and use of the System; (ii) verifying the results obtained from the use of the System; and (iii) taking appropriate measures to prevent loss of data. You acknowledge and agree that it is your responsibility to (a) comply with all laws, rules and regulations pertaining to the operation of unmanned aerial vehicles in the jurisdiction where the Equipment is used, including any operator licensure or certification requirements, (b) if you are not the owner of the property over which the Equipment flies, secure the consent of the property owner to use the System on such property, and (c) operate the Equipment safely. For the safety of the Equipment, its operators, and bystanders, you agree to, and to cause your employees and agents using the Equipment to read and understand the System documentation ("Documentation") and all applicable laws, rules and regulations prior to using the Equipment and to follow all safety instructions. IMPROPER OPERATION OF THE EQUIPMENT CAN CAUSE SERIOUS PERSONAL INJURY AND PROPERTY DAMAGE.
- d) Certified Operators. Kespry or Reseller may provide aircraft operations insurance with the Equipment under which you may be named as an additional insured. To maintain this insurance, only you may use the Equipment, and only Certified Operators (as defined by Kespry training protocols) may operate the Equipment.

2. **UPDATES.**

- a) Updates. Kespry may, in its reasonable discretion, update the Equipment, Software, Online Services, and any associated documentation. Updates to the Software may be applied automatically via the Internet; however, it is your responsibility to ensure that the Equipment and the device running the Software Application are periodically connected to the Internet in order to receive such updates, and to otherwise ensure that the Embedded Software and the Software Application are updated in a timely fashion when Kespry notifies you that updates are available.

3. **RESTRICTIONS.** You will not, and will not attempt to, or assist or permit any third party to:

- a) tamper with, alter, repair or attempt to repair the System;
- b) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the System, the Embedded Software, the Software Application, or the Online Services;
- c) assign, sublicense, distribute, rent, lease, grant a security interest in, or otherwise transfer any rights to the System or the Software Application;
- d) modify, translate, or create derivative works, adaptations or compilations of, or based on, the System, the Embedded Software, the Software Application, the Online Services, or any part thereof;
- e) use the System, Online Services, or any part thereof, or use, copy, or reproduce the Software Application or the Embedded Software, other than as expressly authorized in this Agreement;
- f) copy or reproduce the System, the Embedded Software, the Software Application, or any part thereof other than any right to reproduce the Software Application expressly permitted in this Agreement;
- g) remove any proprietary notices or labels on or in any part of the System or the Software Application, and Customer agrees to reproduce any copyright and other proprietary right notices on any permitted copies of the Software Application;
- h) use the System, the Embedded Software, the Software Application, or the Online Services for any illegal purpose or in violation of any local, state, national, or international law;
- i) obtain, attempt to obtain, or redistribute any data, materials or information available through the Online Services through any means not intentionally made available by Kespry, including by any form of automated access, scraping, or similar process;
- j) interfere with security-related features of the System, the Embedded Software, the Software Application, or the Online Services, including by disabling or circumventing any such features; or

- k) upload or otherwise disseminate any virus, adware, spyware, worm, or other malicious code through the Online Services.

4. OWNERSHIP.

- a) General. The System, the Embedded Software, the Software Application, and the Online Services are proprietary to Kespry and its licensors and are not sold to you. Except for the licenses explicitly granted herein and in the Customer Agreement, Kespry and its suppliers or licensors hereby retain sole and exclusive ownership of all right, title and interest in and to the System, the Embedded Software, the Software Application, and the Online Services, and in and to any copies, translations, compilations, partial copies, modifications, improvements, enhancements, and updates of the foregoing, including all intellectual property rights therein and thereto. All rights not expressly granted hereunder are reserved by Kespry.
- b) Visual Information and Flight Data. You own the copyright in the specific Visual Information generated and displayed by the authorized use of the System hereunder (but not, for the avoidance of doubt, the Flight Data embedded in such Visual Information, the format of the Visual Information, or Kespry or third party trademarks displayed with the Visual Information). “Flight Data” includes the data that is gathered during flight and any other information that is related to the operation of the System, including but not limited to raw sensor data, telemetry data, flight and application logs, diagnostic information, performance information, and Software Application usage information. Kespry owns all right, title, and interest in and to the Flight Data. You hereby grant Kespry a worldwide, non-exclusive, fully paid-up, royalty-free license to reproduce, modify, display, and otherwise use the Visual Information to provide the Online Services to you. Kespry does not share your Visual Information with any third parties without obtaining prior written authorization from you except as expressly described in this Section. Without limiting the generality of the foregoing, notwithstanding anything to the contrary herein, Kespry may (i) use Flight Data and Visual Information to provide, support, and improve the System and Kespry’s other products and services, (ii) provide Flight Data and Visual Information to its third party service providers, who may use such data on behalf of Kespry and to improve their respective products and services, and (iii) use, sell, license, distribute, and disclose any and all Flight Data in an aggregated form, in a manner that does not identify you or any individual consistent with Kespry’s Privacy Policy. Kespry has no obligation under this Agreement to deliver to you, or anyone else, any Flight Data other than Flight Data displayed in the Visual Information generated by the authorized use of the System hereunder. Upon request and without additional cost, Kespry will make available to you all available collected Visual Information during the term of this Agreement, and at the conclusion of this Agreement consistent with Section 8.b) below.

5. ACCOUNT AND REGISTRATION

- a) To use the Software Application, you must register for an account. When you register for an account, you will be required to provide us with some information about yourself, such as your e-mail address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us.

6. LOCATION-BASED SERVICES

- a) The Software Application provides features that enable Kespry to tailor your experience based on your location (“Location-based Services”). To use Location-based Services, you must allow Kespry access to your position through your mobile device, which Kespry may accomplish through a variety of means, including GPS location, if available. If you choose to disable location-based services, you will not be able to utilize certain features of the Software Application. By authorizing Kespry to access your location, you agree and acknowledge that (i) device data we collect from you is directly relevant to your use of the Software Application and (ii) Kespry may provide Location-based Services related to your then-current location for the next 24 hours.

7. NOTICE REGARDING APPLE

- a) You acknowledge that this Agreement is between you and Kespry only, not with Apple, and Apple is not responsible for the Software Application and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software Application. In the event of any failure of an Software Application to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the relevant Software Application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Software Application. Apple is not responsible for addressing any claims by you or any third party relating to the Software Application or your possession and/or use of the Software Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Software Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Software Application or your possession and use of the Software Application infringes that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Software Application. Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

8. TERM AND TERMINATION.

- a) Term. This Agreement is effective until terminated. This Agreement will terminate automatically upon termination or expiration of the Customer Agreement.
- b) Effect of Termination. Kespry will provide online access to Visual Information for ninety (90) days following the termination or expiration of this Agreement, after which the Visual Information may be deleted from the Online Services at Kespry's discretion. Following any termination or expiration of this Agreement, the provisions of Sections 3, 4, 8(b), 9, 10, 11, and 12 will survive.

9. **DISCLAIMER.** YOU UNDERSTAND AND AGREE THAT THE EQUIPMENT, SOFTWARE APPLICATION AND ONLINE SERVICES ARE PROVIDED "AS IS," AND KESPRY MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE SYSTEM, EQUIPMENT, SOFTWARE, ONLINE SERVICES, DOCUMENTATION OR OTHER SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. KESPRY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IMPROPER USE OF THE EQUIPMENT MAY CAUSE PERSONAL INJURY OR PROPERTY DAMAGE; ACCORDINGLY, YOU ASSUME FULL RESPONSIBILITY FOR THE RESULTS OF USE OF THE SYSTEM, INCLUDING ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT, WHATEVER THE CAUSE.

10. **INDEMNIFICATION.** Customer will indemnify and hold harmless Kespry from all costs, losses, liabilities, and expenses arising out of or related to personal injury, death, or property damage caused or alleged to be caused, directly or indirectly, by Customer's use of the System, unless caused by Kespry's or Reseller's negligence.

11. **LIMITATION OF LIABILITY.** IN NO EVENT WILL KESPRY OR ITS SUPPLIERS, LICENSORS OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF KESPRY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO

EVENT WILL KESPRY OR ITS SUPPLIERS, LICENSORS OR SUBCONTRACTORS BE LIABLE FOR ANY DAMAGE TO PROPERTY OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY. THE LIABILITY OF KESPRY AND ITS SUPPLIERS, LICENSORS AND SUBCONTRACTORS TO CUSTOMER FOR CLAIMS RELATED TO THIS AGREEMENT OR THE SYSTEM, THE SOFTWARE APPLICATION, OR THE ONLINE SERVICES, WHETHER FOR BREACH OR IN TORT (INCLUDING NEGLIGENCE), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER UNDER THE CUSTOMER AGREEMENT. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

12. GENERAL.

- a) Independent Contractors. The relationship of the parties hereto is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other.
- b) Assignment. Neither this Agreement nor any right or obligation hereunder may be assigned or transferred by either party, whether by operation of law or otherwise, without the prior written consent of the other party; provided that Kespry may assign this Agreement without such consent to an entity that succeeds to all or substantially all of the business or assets to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- c) Force Majeure. No delay, failure or default in performance of any obligation of either party hereunder, excepting all obligations to make payments hereunder, will constitute a breach of this Agreement to the extent caused by events or conditions beyond that party's reasonable control. The failure or delay by either party to enforce the terms of this Agreement will not be deemed a waiver of such terms.
- d) Notices. All notices relating to this Agreement will be in writing and delivered by courier or hand or sent to the other party by first class prepaid mail with return receipt requested, to the address of such party set forth at the beginning of this Agreement.
- e) Governing Law and Jurisdiction. This Agreement will be governed by the laws of the state of California excluding its conflict of laws rules. Each party hereto expressly consents to the personal jurisdiction of the state and federal courts located in the State of California and service of process being affected upon it by registered mail sent to the address set forth at the beginning of this Agreement.
- f) Severability. If any provision of this Agreement is found to be legally unenforceable, that provision should be enforced to the maximum extent possible and any such unenforceability will not prevent enforcement of any other provision of the Agreement.
- g) Amendment. Kespry may update this Agreement from time to time in Kespry's reasonable discretion by posting the updated terms on Kespry's website. Such updates will be binding upon you if you continue to use the Software Application or Online Services after the date such updates are posted. Kespry will use commercially reasonable efforts to notify its customers of material changes to this Agreement through the Online Services and/or Software Application; however, it is your responsibility to review this Agreement periodically to stay abreast of changes.
- h) Entire Agreement. The terms and conditions contained herein and in the Customer Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede any previous and contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no other agreements, understandings, representations, or promises between the parties with respect to the subject matter of this Agreement.

13. **CONTACTING KESPRY**. The System and its associated software and online services are offered by Kespry Inc., 4040 Campbell Ave, Menlo Park CA 94025 USA, +1-650-434-5048, care@kespry.com.