

This Appendix 5 forms part of and is incorporated by reference into the terms and conditions of an executed Order Form and Base Agreement between PrecisionHawk, Inc. (“**we**” or “**PrecisionHawk**”) and you (“**you**” or “**Customer**”) (together, the “**Parties**”). Capitalized terms not defined herein shall have the meanings assigned to them in the Base Agreement or Order Form which together with this Appendix 5 shall collectively be referred to as the Agreement.

1. Hardware Sales and Payment

- 1.1. Subject to the provisions of this Agreement, PrecisionHawk agrees to sell and you agree to purchase the Hardware. “**Hardware**” means the unmanned aerial vehicle(s) and/or sensors, and accessories thereto, provided to you under this Agreement, or such other physical products as appear in the applicable Order Form.
- 1.2. Notwithstanding the terms and conditions contained in the Base Agreement, payment for all Hardware must be made in full prior to shipment and shall be in United States Dollars. If you do not make payment in full within forty-five (45) days of the invoice date, your Order may be cancelled.

2. Shipping Costs, Risk and Title

- 2.1. You understand and agree that we cannot guarantee delivery dates. We will not be liable for damages resulting from delays in shipment or inability to ship goods or provide services due to normal production and shipment delays.
- 2.2. You understand and agree that we may provide information, including personal information, contained in an Order Form to authorized representatives to fulfill your order.
- 2.3. You are responsible for all shipping costs, handling costs, service costs, insurance costs, duties and delivery charges.
- 2.4. All right, title and risk of loss of or damage in and to the Hardware will transfer to you upon delivery to the carrier delivering the goods to you.

3. Return Procedure

Promptly upon receipt, you must examine the Hardware to identify any shortage, defect or damage, and notify PrecisionHawk within three (3) Business Days of any of the aforesaid circumstances. Within five (5) Business Days after the receipt of the above notice, we will begin to investigate the claims, and you will cooperate and provide assistance with the investigation. If we agree with such claims, we will replace the relevant Hardware as soon as practicable.

4. Good-Specific Terms

The Hardware you purchase may be manufactured by third parties, and special or additional terms will apply to the Hardware depending on the source. For all Hardware purchased pursuant to this Agreement, the additional terms in Exhibit A apply.

EXHIBIT A
GOOD-SPECIFIC TERMS

FOR DJI GOODS

For DJI products, PrecisionHawk provides the standard warranty as included in each product's packaging by the product's original manufacturer.

FOR MICASENSE GOODS

For MicaSense products, PrecisionHawk provides the standard warranty as included as set forth at:

www.micasense.com/warranty.html

FOR HEADWALL GOODS

For Headwall products, PrecisionHawk provides the standard warranty as included in each product's packaging by the product's original manufacturer.

FOR BIRDS EYE VIEW GOODS

For Birds Eye View products, PrecisionHawk provides the standard warranty as included in each product's packaging by the product's original manufacturer.

FOR GPC GOODS

For GPC products, PrecisionHawk provides the standard warranty as included in each product's packaging by the product's original manufacturer.

FOR BFD GOODS

For BFD products, PrecisionHawk provides the standard warranty as included in each product's packaging by the product's original manufacturer.

FOR GEODETICS GOODS

These Terms of Sale ("Terms") apply to sales of Geodetics, Inc.'s ("Geodetics") products. Geodetics does not accept, expressly or impliedly, and Geodetics hereby rejects, any additional or conflicting terms or conditions, except as expressly agreed by Geodetics in writing. By ordering, accepting, or retaining any Products from Geodetics after receipt of these Terms or a notice that sales are subject to these Terms, the customer and end user ("Purchaser") agree to be legally bound by these Terms.

1. **Release of Liability:** In consideration for Geodetics agreeing to sell, loan, or otherwise provide Purchaser a Geodetics product which has been or will be integrated by Geodetics, Purchaser, or any other party onto an operational UAV or other platform or vehicle not manufactured by Geodetics, Purchaser and anyone claiming on behalf of Purchaser releases and forever discharges Geodetics and their respective affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Purchaser has or ever had or may in the future have against the Released Parties arising out of or relating to damage to property or personal or bodily injury resulting from the operation of the UAV or other platform carrying the Geodetics product.

This release shall not be in any way construed as an admission by the Released Parties that they have acted wrongfully with respect to Purchaser or any other person, that they admit liability or responsibility at any time for any purpose, or that Purchaser has any rights whatsoever against the Releasee except as expressly set out in these Terms.

This release shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Purchaser has the authority to release the abovementioned claims and has not assigned or transferred any such claims to any other party.

2. **Limited Warranty:** Unless Geodetics provides a different limited warranty with the Products, the warranty terms and conditions shall be subject to the following Limited Warranty (the "Limited Warranty"), which is non-assignable. The Limited Warranty covers the original purchaser of Products installed on the Purchaser equipment for which the Product was purchased, against defects in material or workmanship for a period of one (1) year from the date of purchase (or as required by applicable law). The sole obligation of Geodetics and the exclusive remedy of Purchaser under this Limited Warranty is to repair or replace, at Geodetics' discretion, any Product, which is determined by Geodetics to have been defective in materials or workmanship. In servicing Purchaser's Product, Geodetics may, at its sole discretion, use parts or products that are new or refurbished and equivalent to new in performance and reliability. Geodetics will retain any and all replaced parts or Products as its own property and the replacement parts or Products will become Purchaser's property. Geodetics will not be responsible for conditions arising as a result of installation.

The following defects are excluded from warranty coverage:

(a) Damage attributable to accident, abuse, neglect, improper installation, and improper maintenance; (b) Operating outside the specified temperatures; (c) Repair or alteration of the Product by any party other than Geodetics; (d) Use of the Product in a manner or purpose for which it was not designed or intended by Geodetics as specified by Purchaser; (e) Damage due to corrosion (including due to water quality, liquids utilized and air), mineral deposits, mold, fungus, abrasion or bacteria; (f) Ordinary wear and tear; (g) Any portion or component of any Product that is not supplied by Geodetics, regardless of the cause of the failure of such portion or component; (h) Products on which the unit identification tags, tamper resistance, or labels have been removed or defaced; (i) Products on which payment to Geodetics or to the distributor or installing contractor, is in default.

3. **Warranty Disclaimer:** This Limited Warranty is the sole and exclusive warranty applicable to Products. Geodetics disclaims all other express warranties and all implied warranties of merchantability and fitness for a particular purpose, to the fullest extent permitted by applicable law. No representative, distributor, dealer or agent of Geodetics has the authority to make any representation, warranty, or agreement on behalf of Geodetics with respect to Products. No representation or warranty of any kind or nature is made by Geodetics beyond those expressly stated herein. Whenever possible, each provision of the foregoing warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this warranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this warranty.

4. Compliance: Purchaser acknowledges and agrees that the Products covered by any purchase order are subject to export controls imposed by the United States Government under various federal laws. Purchaser shall comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border

Protection's ("U.S. Customs"), Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative (for information go to <http://www.cbp.gov/> and find the link to the C-TPAT section). Purchaser further certifies that the Products: (a) are not intended to be used for any purpose prohibited by the applicable law or regulations including, without limitation, nuclear related activities or chemical/biological weapons or missiles; (b) are not intended to be released, shipped or re-exported to any destination to which the United States has prohibited shipment; and (c) are not intended to be released, shipped or re-exported, either directly or indirectly, to any persons identified on the Denied Persons List published by the U.S. Department of Commerce Bureau of Industry and Security. Purchaser shall indemnify Geodetics from any damages and costs caused by Purchaser's failure to comply with applicable laws. This

Section shall survive any termination or expiration of Purchaser's purchase order.

5. Dispute Resolution: These Terms shall be governed by and construed in accordance with the laws of the State California and the United States. Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

6. Software License: The software embedded in and/or provided with Geodetics's Products (the "Software") is proprietary to Geodetics, Inc. Purchaser represents and warrants that it will be legally bound by the terms of the following Geodetics Software License Agreement.

END USER SOFTWARE LICENSE AGREEMENT

Please read the following License Agreement carefully before installing or using the Geodetics product.

THIS AGREEMENT ALLOWS YOU TO INSTALL OR USE THE SOFTWARE ON A SINGLE COMPUTER OR ELECTRONIC DEVICE (FOR UTILITY SOFTWARE OR APPLICATIONS) OR GEODETICS HARDWARE UNIT (FOR INSTALLED FIRMWARE). BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU CONFIRM ACCEPTANCE OF THE SOFTWARE, WHICH MAY CONSIST OF: SOFTWARE, FIRMWARE, SCRIPT FILES, OR OTHER ELECTRONIC PRODUCT WHETHER EMBEDDED IN THE HARDWARE, ON REMOVABLE MEDIA, OR DOWNLOADED AS AN APPLICATION ("SOFTWARE"), AND AGREE TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AGREEMENT BETWEEN YOU ("LICENSEE") AND GEODETICS, INC. ("LICENSOR").

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2. Usage Restrictions

You may not make or distribute copies of the Software, publicly display, allow time-sharing or service bureau rights, or electronically transfer the Software from one computer, platform, device or hardware component to another, or over a network. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sublicense the Software. You may not modify the Software or create derivative works based upon the Software. You will not export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations.

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4. Government Restricted Rights

The Software is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is Geodetics, Inc.

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5. Termination

The license is effective until terminated. The license will terminate without notice from LICENSOR if you fail to comply with any provisions of this Agreement. Upon termination you must cease all use of the Software and Documentation and return them, and any copies thereof, to LICENSOR.

6. General

This Agreement shall be governed by and construed in accordance with the Laws of the State of California and the United States.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

LICENSOR AND ITS THIRD-PARTY SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, MEDIA, DOCUMENTATION, RESULTS OR ACCURACY OF DATA AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND NONFRINGEMENT. LICENSOR AND ITS THIRD-PARTY SUPPLIERS DO NOT WARRANT THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

LICENSOR, its third-party suppliers, or anyone involved in the creation or delivery of the Software or Documentation to you shall have no liability to you or any third-party for special, incidental, indirect or consequential damages (including, but not limited to, loss of profits or savings, downtime, damage to or replacement of equipment or property, or recovery or replacement of programs or data) arising from claims based in warranty, contract, tort (including negligence), strict liability, or otherwise even if LICENSOR or its third-part suppliers have been advised of the possibility of such claim or damages. The liability of LICENSOR and its third-party suppliers for direct damages shall not exceed the actual amount paid for this Software License.

FOR RIEGL GOODS

For RIEGL Products, the following additional terms apply:

1. Warranties

1.1 PrecisionHawk warrants that at the time of purchase (i) the product is free from defects in material and workmanship and will conform to the manufacturer's written specifications applicable to the product purchased; (ii) upon payment in full, the product shall be rendered free and clear of all liens, claims or encumbrances of any kind; and (iii) with respect to repair services, such services shall be performed in a workmanlike manner using qualified service technicians familiar with the products and their operation.

1.2 PrecisionHawk shall incur no liability (and any warranty hereunder is void) if (i) you or a third party change, repair, open and/or dismount the product; (ii) the alleged defect is caused by accident, negligence, alteration, abuse or misuse by you; (iii) upon PrecisionHawk or the manufacturer's inspection, verifiable tests disclose that the alleged defect is not due to defects in material or workmanship; or (iv) if any conditions for the assembly, start-up and utilization (such as included e.g. in the operating instructions) or official conditions for admission are not complied with.

2. Disclaimer of Warranties; Limits of Liability

2.1 PRECISIONHAWK HAS MADE NO WARRANTY THAT THE PRODUCTS, SERVICES, LICENSED SOFTWARE ETC. COVERED BY THIS SECTION ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN SECTION 1.1 ABOVE. Furthermore, to the maximum extent permitted by law, ALL IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED AND ARE EXPRESSLY DISCLAIMED BY PRECISIONHAWK, THE MANUFACTURER, AND THEIR SUPPLIERS.

2.2 Except as expressly provided herein, PrecisionHawk's sole liability with respect to any defective or non-conforming products shall be (at PrecisionHawk or the manufacturer's option) either (a) to repair or replace (at PrecisionHawk or the manufacturer's option) any defective product or (b) to refund the purchase price to you upon return of any defective or non-conforming product.

2.3 For direct damages suffered by the you due to willful misconduct or gross negligence of PrecisionHawk or the manufacturer, and/or willful misconduct or gross negligence of the various agents of PrecisionHawk or the manufacturer, PrecisionHawk and the manufacturer's liability is limited at the maximum to one-half of the value of the business transaction between you and PrecisionHawk. You must prove the existence of willful misconduct or gross negligence on the part of PrecisionHawk or the manufacturer. The liability of PrecisionHawk or the manufacturer in the event of slight negligence is excluded, except in the case of personal injury. Regarding personal injuries, you must prove at least slight negligence on the part of PrecisionHawk. Except as expressly otherwise stated herein, compensation for purely financial losses, loss of profit, interest loss and/or damage (whether direct, indirect, incidental, consequential or punitive), either caused to you and/or arising from third-party claims shall be excluded to the extent permitted by law.

2.4 Claims for damages against PrecisionHawk or the manufacturer shall be time barred and lapse 24 months after the time of delivery. You shall promptly inform PrecisionHawk and the manufacturer of the damage by written notice within a reasonable time, at the latest, however, within eight (8) business days after occurrence.

2.5 If the Customer is itself held liable on the basis of product liability laws or similar regulations, you expressly waive every right of recourse against PrecisionHawk and the manufacturer. If you introduce the goods PrecisionHawk has delivered onto another market, you are obligated to exclude vis-à-vis PrecisionHawk and the manufacturer the duty of replacement, to the extent that is possible and permissible according to the applicable law. In this case or in the event of the omission of this duty to exclude liability, the you are obligated to defend, indemnify and hold PrecisionHawk and the manufacturer harmless against third-party product liability claims.

3. Industrial Property Rights

3.1 If a product is manufactured based on design details, drawings, models and other of your specifications, you shall defend, indemnify and hold PrecisionHawk, manufacturer and/or its suppliers harmless from any violation of industrial property rights.