

These General Terms and Conditions (these “**Terms**”) are between PrecisionHawk, Inc. (“**we**” or “**PrecisionHawk**”) and you (“**you**” or “**Customer**”) (together, the “**Parties**”). These Terms describe the terms and conditions under which we provide you with hardware, software and services (each, an “**Offering**”).

### 1. **Term and Termination**

The effective date of these Terms (“**Effective Date**”) is the earlier of (i) the date that these Terms are signed by both Parties or (ii) the effective date of a document under which you purchase an Offering (an “**Order Form**”) into which these Terms are incorporated by reference. Thereafter, either Party can terminate these Terms by giving 90-days written notice to the other Party. Termination of these Terms, other than a termination for breach, does not affect an active Order Form, which continues to be governed by these Terms until it expires or terminates.

### 2. **Payment Terms**

- 2.1. **Fees and Expenses.** Fees for the Offerings (the “**Fees**”) will be identified in an Order Form and, unless otherwise specified in the Order Form, (i) are due and payable in accordance with Section 2.2, (ii) are stated and must be paid in United States Dollars, and (iii) do not include expenses incurred by us, which are also payable in accordance with Section 2.2.
- 2.2. **Payment.** Fees and expenses, if any, are payable no later than 30 days from the date of each invoice. We reserve the right to require payment of any Fees and expenses prior to performance or provision of an Offering. Except as otherwise provided in these Terms or an Order Form, any and all payments made by you are non-refundable. We reserve the right to suspend or cancel performance or provision of all or part of an Offering if payment has not been received within 10 Business Days of a non-payment notice by us to you. If any sum becomes past due for more than 10 Business Days, we may charge you a late payment fee of 1% per calendar month or the maximum rate allowed by applicable law, whichever is less. “**Business Days**” means Monday to Friday except for any holidays observed in Raleigh, North Carolina.
- 2.3. **Credit.** We are entitled in our sole discretion to agree, set, control, monitor, or change credit terms provided to you. Where credit terms are provided, you will cooperate with us in establishing and periodically re-confirming your creditworthiness. If you are paying by credit card, you (i) authorize us to charge your credit card for all amounts due under these Terms, and (ii) agree to provide updated credit card information as needed.
- 2.4. **Continuing Obligation.** Without prejudice to any other right or remedy, in the event either Party terminates these Terms for any reason, you will pay for all portions of an Offering provided up to the date of termination.
- 2.5. **No Deductions or Withholding.** You will pay all amounts due under these Terms in full without any deduction or withholding whether in respect of any counterclaim, set off, duties, or Taxes unless such deduction or withholding is required by applicable law. If you are required by applicable law to deduct or withhold an amount due to us, you will increase the sum paid so that we receive the amount we would have received had you made no withholdings or deductions.
- 2.6. **Taxes.** All Fees are exclusive of Taxes. You will pay us an amount equal to any Taxes arising from or relating to these Terms which are paid by or payable by us. Taxes, if applicable, will be charged separately unless you provide, in advance, a valid tax exemption certificate authorized by the applicable taxing authority. “**Taxes**” means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature, including without limitation sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on our net income.

### 3. **Relationship of Parties**

- 3.1. **Independent Contractor.** PrecisionHawk is an independent contractor and nothing in these Terms or related to our performance will be construed to create an employment or agency relationship between you (or any of your personnel) and us (or any of our personnel). Each Party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits.
- 3.2. **Subcontracting and Assignment.** We may subcontract to third parties without your approval; provided, however, that (i) subcontractors agree to protect your Confidential Information, and (ii) we remain responsible to you for our obligations under these Terms. We may also, without your approval, assign these Terms (a) to our Affiliates provided

the scope of Offerings is not affected and (b) pursuant to a merger or a sale of all or substantially all our assets or stock. **"Affiliate"** means an entity that owns or controls or is owned or controlled by a Party, where "control" is the power to direct or cause the direction of the management and policies of an entity.

- 3.3. **Business Partners.** We have entered into agreements with other organizations ("**Business Partners**") to promote, market, resell and support certain Offerings. We are not responsible for (i) the actions of Business Partners, (ii) any obligations Business Partners have to you, or (iii) any other products or services that Business Partners supply to you.
- 3.4. **Affiliates.** The Parties agree that Affiliates of yours may acquire Offerings from us or our Affiliates in accordance with these Terms.
- 3.5. **Non-solicitation.** You agree not to solicit or hire any of our or our Affiliates' employees or independent contractors involved with the performance or provision of Offerings to you during the term and for 12 months after termination or expiration of these Terms; provided that this restriction does not apply to the placement of advertisements or other public means of employment solicitation aimed at the general public.
- 3.6. **Work on Site.** If our personnel are working on your premises (i) you will provide a safe and secure working environment, (ii) you will notify us and our personnel of any hazards on the premises which may pose a risk to the safe performance or provision of Offerings, and (iii) we will comply with all reasonable workplace safety and security standards and policies, applicable to your employees, of which we are notified in writing by you in advance.

#### 4. Intellectual Property

- 4.1. **Intellectual Property Rights.** All rights, title, and interest in and to all Offerings, trademarks, copyrights, inventions, patents, training materials, manuals, methodologies, software, ideas, methods, concepts, know-how, structures, reports, suggestions, recommendations, techniques, inventions, developments, processes, discoveries, improvements and other information or materials developed by us in and during the course of performance or provision of the Offerings (including all derivatives, modifications and enhancements thereof) ("**Intellectual Property Rights**") are owned exclusively by us notwithstanding any other provision in these Terms. These Terms do not convey to you any rights of ownership in or related to the Intellectual Property Rights or the Offerings.
- 4.2. **Rights to Feedback.** We own all rights, title and interest in and to any suggestions, enhancement requests, feedback, or recommendations provided by you or your users relating to the Offerings or associated with the Intellectual Property Rights.
- 4.3. **Marks.** The PrecisionHawk name and logo and Offering names and logos are our trademarks. No right or license, express or implied, is granted in these Terms for the use of any PrecisionHawk, PrecisionHawk Affiliate, or third-party trade names, service marks or trademarks.

#### 5. Confidentiality

- 5.1. **"Confidential Information"** means information disclosed by either us or you ("**Disclosing Party**") to the other Party ("**Recipient**") during the term of these Terms that is (i) marked confidential, (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing and marked confidential, or (iii) which the Recipient should reasonably understand to be confidential or proprietary due to the nature of the information itself or the circumstances of its disclosure.
- 5.2. **Obligations.** During the term of these Terms and for two years following termination of these Terms, each Party agrees (i) to treat Confidential Information as secret, (ii) the Confidential Information will be used only for the purposes of providing or using the Offerings, (iii) it will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care, and (iv) the Confidential Information may be disclosed only to its Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written or professional obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by these Terms.
- 5.3. **Exclusions.** A Party will not be bound by a confidentiality obligation with respect to information which: (i) is known to the Recipient at the time of disclosure, (ii) is or later becomes publicly available other than by reason of a breach of these Terms, (iii) is independently developed by the Recipient without use of the Confidential Information, (iv) becomes lawfully known or available to the Recipient without restriction from a third party having the lawful right to disclose the information, or (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party reasonable advance notice of the disclosure requirement.

- 5.4. **Remedies.** Each Party acknowledges that any breach of the this Section 5 may result in significant damage to the Disclosing Party, not completely compensable monetarily, and agrees that, notwithstanding any contrary provisions of these Terms, the Disclosing Party is entitled to seek injunctive relief in the event of a breach or threatened breach of this Section 5. The Party in default may not oppose any such application on the basis that money damages would be a satisfactory or sufficient remedy.

## 6. Representations and Warranties

- 6.1. **General.** Each Party represents and warrants that it has the authority to enter into these Terms. We represent and warrant that any Offerings will be performed in a professional and workmanlike manner by qualified personnel.

6.2. **Disclaimer of Warranty.** Except as expressly provided in Section 6.1 or by a third party directly to you under a separate agreement, the Offerings are provided by us “as is” and without warranties or conditions of any kind, including but not limited to implied warranties of merchantability, non-infringement, merchantable quality, durability, title, and fitness for a particular purpose. We do not guarantee or warrant that the use of the Offerings will be uninterrupted, comply with regulatory requirements, be error free or that we will correct all errors. For the breach of the warranties set forth in Section 6.1, your exclusive remedy, and our entire liability, will be the re-performance or supply of the deficient Offering, or if we cannot substantially correct a breach in a commercially reasonable manner, as determined by us, you may terminate the relevant Offering and receive a pro-rata refund of the Fees paid for the deficient Offering as of the date of termination. We will not be liable for the results obtained by you through use of the Offerings and you are solely responsible for determining appropriate uses for the Offerings and for all results of such use.

## 7. Limitation of Liability, Disclaimer of Damages, and Indemnification

7.1. **Limitation of Liability.** For all events and circumstances, each Party’s and its Affiliates’ aggregate and cumulative liability arising out of or relating to these Terms and all Order Forms, including without limitation on account of performance or non-performance of obligations, regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), statute or otherwise will be limited to direct damages and will not exceed the amounts received by us under the most applicable Order Form during the 12 months immediately preceding the first event giving rise to liability. The foregoing shall not be interpreted to limit (i) the availability of injunctive relief in the event of the other Party’s breach of Section 5 (Confidentiality) of these Terms or (ii) Customer’s payment obligations hereunder.

7.2. **Disclaimer of Damages.** Notwithstanding anything to the contrary contained in these Terms or an Order Form, in no event will either Party or its Affiliates be liable to the other Party or its Affiliates for incidental, consequential, special, indirect, exemplary, or punitive damages, whether arising in contract, tort (including, without limitation, negligence) or otherwise; or any damages arising out of or in connection with any malfunctions, regulatory non-compliance, delays, loss of data, lost profits, lost savings, interruption of service, or loss of business or anticipatory profits, even if such Party or its Affiliates have been advised of the possibility of such damages. Liability for these damages will be limited and excluded even if any exclusive remedy provided for in these Terms fails of its essential purpose.

7.3. **Indemnification.** You will defend, indemnify, and hold harmless, us (including our Affiliates, and our and their respective directors, officers, and employees) in any action or suit by a third party, (i) relating to any use of the Offerings including, without limitation, any property damage, injury or death, caused in connection with the use of the Offerings or (ii) alleging that you violated any law or regulation (items (i) to (ii) hereinafter referred to as (“**Claims**”)) and shall pay any fines or penalties imposed by a governmental entity and any settlement amounts agreed by us and/or any losses, damages, expenses, or costs (including but not limited to reasonable attorneys’ fees) awarded against us by a court of competent jurisdiction in connection with such Claim.

7.4. **Indemnity Process.** You will promptly notify us in writing of any Claims. You will have sole control of the defense and all related settlement negotiations with respect to any Claims; provided that you may not settle any Claims that require an indemnified party to admit any civil or criminal liability or incur any financial obligation without our consent, which consent shall not be unreasonably withheld. We will reasonably cooperate to the extent necessary at your cost in such defense and settlement.

## 8. Breach

If either Party breaches these Terms or an Order Form, and such breach is not cured within 10 Business Days after written notice of the breach is given to the breaching Party, then, without prejudice to any other rights set out herein, the non-breaching Party may, by giving written notice of termination to the breaching Party, terminate these Terms and any applicable Order Form; provided, however, that no cure period will be required for a breach of Section 5 (Confidentiality) of these Terms. The termination of an individual Order Form due to breach will not terminate any other Order Form or these Terms unless specified in the written notice of termination.

## 9. Ownership and Use of Information

- 9.1. **Information Transfer.** In order to provide the Offerings, you hereby authorize and consent to the transfer of information from or about you between PrecisionHawk, its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide.
- 9.2. **Personal Information.** You acknowledge and agree that use of the Offerings does not require you to provide any Personal Information to us or store it on any Offerings. “**Personal Information**” means an individual’s first name and last name (or first initial and last name) in combination with any one or more of the following data elements that relate to such individual: (i) social security or other national identity number, (ii) driver’s license number or state-issued identification card number, (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account, or (iv) Protected Health Information as defined by the United States Health Insurance Portability and Accountability Act, as amended. We will have no liability to you or your users (or any third party) related to any Personal Information. You will not (and will ensure that your users do not) provide any Personal Information to us or store it on any Offerings. We may upon notice suspend all or portion of your access to the Offerings if we have a good faith belief that you have breached the restrictions in this Section. We will provide you with reasonable prior notice to cure any breach before exercising any suspension or termination of the Offerings under this Section.

## 10. Miscellaneous

- 10.1. **Governing Law.** The validity, interpretation, and enforcement of these Terms and each Order Form will be governed by and construed in accordance with the laws of the United States and of the State of New York without giving effect to the conflicts of laws provisions thereof, or the United Nations Convention on Contracts for the International Sale of Goods. In the event the Uniform Computer Information Transactions Act or any similar federal or state laws or regulations are enacted, they will not apply to these Terms, and the governing law will remain as if such law or regulation had not been enacted.
- 10.2. **Dispute Resolution.** Each Party agrees that if a dispute arises between the Parties as to the performance, interpretation or effect of these Terms, the Parties will make a good faith effort to amicably resolve any dispute before commencing any proceeding. Notwithstanding the foregoing, either Party may take any action reasonably required to protect such Party’s rights. Any dispute arising under these Terms which is not resolved through the amicable consultation of the Parties will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The arbitration will be held in Raleigh, North Carolina. The Arbitrator will also have the authority to grant injunctive relief and specific performance to enforce these Terms. Judgment on any award rendered by the Arbitrator may be entered in any court of competent jurisdiction. No claim or action, regardless of form, arising out of these Terms or an Order Form may be brought by either Party more than one year after the cause of action has accrued.

To the fullest extent permitted by applicable law, each Party waives the right to trial by jury in any legal proceeding arising out of or relating to these Terms, an Order Form and the transactions contemplated under these Terms or Order Form.

- 10.3. **Export.** The Offerings provided by us under these Terms may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws, regulations or obligations. In particular, but without limitation, the Offerings may not be exported or re-exported (i) into any countries embargoed by the United States or (ii) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Department of Commerce’s Denied Persons List or Entity List. You represent and warrant that you are neither located in any such country nor are on any such list. If you breach this Section 10.3 or the export provisions of an applicable end user license agreement, we may terminate these Terms or an Order Form without liability to you.
- 10.4. **Continuing Business.** Nothing in these Terms will preclude or limit us from providing Offerings to other clients, irrespective of the possible similarity of such Offering to those that might be delivered to you.

- 10.5. **Notices.** Notices must be in English, in writing, and will be deemed given when delivered by hand or five Business Days after being sent using a method that provides for positive confirmation of delivery to the respective addresses indicated in an Order Form; provided that any notice from you to us includes a copy sent to: PrecisionHawk, Inc., Attention: General Counsel, 8601 Six Forks Road #600, Raleigh, North Carolina 27615, United States.
- 10.6. **Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of god, wars, riots, strikes, fires, floods, weather, earthquakes, government restrictions, terrorist acts, or other causes beyond its reasonable control.
- 10.7. **Complete Agreement.** These Terms, and any associated written and fully executed agreements that they are incorporated into, constitute the final, complete, and exclusive understanding between the Parties relating to the applicable subject matter. No prior written agreements or prior and contemporaneous oral representations, promises, or Customer terms will become part of the statement of understanding between the Parties unless expressly incorporated therein. The Parties specifically acknowledge that adjustments to these Terms may be made in an Order Form (for example, to address disparate tax or legal regimes in various geographic regions). Unless specifically agreed to in writing, to the extent that these Terms conflict with any Order Form or end user license agreement, these Terms will prevail.
- 10.8. **Headings.** All headings contained in these Terms are inserted for identification and convenience and will not be deemed part of these Terms for purposes of interpretation.
- 10.9. **Severability.** If any provision of these Terms is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of these Terms.
- 10.10. **Waiver.** The delay or failure of either Party to exercise any rights under these Terms will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced.
- 10.11. **Survival.** If these Terms or an Order Form is terminated for any reason, Sections 2 (Payment Terms), 3.5 (Non-Solicitation), 4 (Intellectual Property), 5 (Confidentiality), 6.2 (Disclaimer of Warranty), 7 (Limitation of Liability, Disclaimer of Damages, and Indemnification), and 10 (Miscellaneous) of these Terms will survive such termination.
- 10.12. **Amendment.** Neither these Terms nor any Order Form may be amended or modified except in writing signed by the Parties thereto, which writing makes specific reference to these Terms or the applicable Order Form.