

## VOTIX TERMS OF SERVICE

Last Updated: May 06, 2022

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Please read these terms of service (these "Terms") carefully as they form a contract between you and VOTIX LLC ("VOTIX", "we", "us", or "our") that governs your access and use of: (a) the VOTIX platform for online storage, sharing and processing of: (i) Unmanned Vehicle (UV) mission plan data, UV mission log data, UV mission metadata, operator insurance information, regulatory clearance including your pilot license, and any other data or information uploaded to the VOTIX platform that relates to mission safety compliance (the "Flight Safety Compliance Data" or the "FSCD"); (ii) files, materials, information, data, text, or other user-uploaded content not required for mission safety (the foregoing items and the FSCD, collectively the "User Content"); (b) any software provided or made available by VOTIX (the "Software"); (c) the VOTIX websites or applications; (d) any written or electronic use or features guides or other documentation provided or made available by VOTIX (the "User Guides"); (e) any Third Party Content; (f) any hardware sold by VOTIX, and (g) or other professional services content created by VOTIX that isn't a part of an existing agreement between you and VOTIX (the "Professional Services") (collectively the "Service(s)").

By registering or using any of the Services you agree to be bound by these Terms. If you are using the Services on behalf of an organization, you hereby agree to these Terms for that organization and promise to VOTIX that you have the authority to bind that organization to these Terms (in which event, "you" and "your" will refer to that organization) unless that organization has a separate written contract in effect with us, in which event the terms of that contract will govern your use of the Service. You may use the Services only in compliance with these Terms and only if you have the power to form a contract with VOTIX and are not barred under any applicable laws from doing so. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE THE SERVICES. Should you have any questions concerning these Terms, please contact us at [contact@votix.com](mailto:contact@votix.com).

Please note that VOTIX doesn't provide warranties for the Services. This contract also limits our liability to you. See Sections 14 and 16 for details.

## CHANGES TO THESE TERMS

We reserve the right to revise these Terms from time to time. We will date and post the most current version of these Terms on the VOTIX web platform. Any changes will be effective upon posting the revised version of these Terms on the Service (or such later effective date as may be indicated at the top of the revised Terms). If in our sole discretion we deem a revision to these Terms to be material, we will notify you via the Service and/or by email to the email address associated with your account. Notice of other changes may be provided via [www.votix.com](http://www.votix.com) or any related VOTIX blog (collectively, the "Site"). Therefore, we encourage you to check the date of these Terms whenever you visit the Site to see if these Terms have been updated. Your continued access or use of any portion of the Service constitutes your



acceptance of such changes. If you don't agree to any of the changes, we're not obligated to continue providing the Service, and you must cancel and stop using the Service.

## ACCESS TO THE SERVICE

Subject to your continued compliance with these Terms and timely payment of any applicable Fees, we will use commercially reasonable efforts to provide the Services to you on a non-exclusive, non-transferable, and revocable basis. We reserve the right, in our sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. We may add or remove functionalities or features, and or suspend or stop a Service altogether, at any time and without prior notice to you.

## FREE TRIALS

If you register on our website for a free trial, we will make one or more Services available to you on a trial basis free of charge until the earlier of (i) the end of the free trial period for which you registered to use the applicable Service(s), or (ii) the start date of any purchased Services subscriptions ordered by you for such Service(s), or (iii) termination by us in our sole discretion. A subscription is a right to access our Services for the time period specified in the service order entered into by you. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE APPLICABLE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO BUSINESS EDITION); THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE SECTION ON WARRANTIES, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the applicable Service's documentation during the trial period so that you become familiar with the features and functions of the Services before you make your purchase.

## YOUR ACCOUNT

To obtain access to certain Services, you may be required to obtain an account with VOTIX (become a "Registered User"), by completing a registration form and designating a user ID and password. Until you apply for and become a Registered User, your access to the Service will be limited to the areas of the Service, if any, that VOTIX makes available to the general public. When registering with VOTIX you must: (i) provide true, accurate, current and complete information about yourself as requested by the Service's registration form (such information being the "Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

Only you may use your VOTIX account, except that if you are an entity you may permit your employees or contractors to use your VOTIX account solely for your benefit. You must keep your account and passwords confidential and not authorize any third party to access or use the Service on your behalf, unless we provide an approved mechanism for such use. You must contact us right away if you suspect any misuse of your account or any security breach in the Service has occurred. You are responsible for all activities that take place with your account. VOTIX will not be liable for any loss or damage arising from any unauthorized use of your accounts.

If a third party such as an employer gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store Content in your account. If you are an individual Registered User of the Service, and the domain of the primary email address associated with your account is owned by an organization and was assigned to you as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between VOTIX and such organization and controlled by such organization.

## CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION

By registering with VOTIX, you understand that we may send you communications or data regarding the Services, including but not limited to (a) notices about your use of the Services, including any notices concerning violations of use, (b) updates, and (c) promotional information and materials regarding VOTIX's products and services, via electronic mail. We give you the opportunity to opt-out of receiving electronic mail from us by following the opt-out instructions provided in the message.

## FLIGHT SAFETY COMPLIANCE DATA AND OTHER USER CONTENT

VOTIX may be required by applicable law to treat Customer's FSCD differently than its other User Content, and, notwithstanding anything to the contrary in this Agreement, Customer hereby consents to any such different treatment. Should Customer choose to use the Service as a form of official record-keeping of its FSCD, Customer will do so solely at its own risk; and, Customer represents and covenants that all records it enters, deletes, edits, modifies or otherwise maintains are true and correct. Customer will maintain appropriate security to protect its FSCD from unauthorized access. In addition to the disclaimers and limitations set forth below, VOTIX will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store any User Content, including any FSCD.

VOTIX does not claim any ownership of the User Content that is uploaded to the VOTIX platform. However, VOTIX reserves the right, but not the obligation to verify, audit, backup, edit, copy, or transmit the User Content as required or permitted by this Agreement, applicable law or regulations, or as necessary to provide the Services.

VOTIX provides functions that allow Customer to control who may access and modify Customer's User Content. If Customer enables the features that allows the sharing of User Content with others, anyone Customer has shared content with may have access to and the right to modify its User Content. Even if Customer disables the sharing features, VOTIX will still have the right to access, store, and use Customer's User Content as provided below.

Customer hereby grants VOTIX and its contractors the perpetual, irrevocable, worldwide, royalty-free right, to use, modify, adapt, reproduce, distribute, display and disclose User Content posted on the Service: (i) to the extent necessary to provide the Service to Customer; (ii) to share Customer's User Content as directed via the sharing features of the Service; (iii) to directly or indirectly share, aggregate, analyze, or keep Customer's anonymized data (as determined by VOTIX in our sole discretion for any purpose, including for commercial purposes); (iv) as required by law; or, (v) as otherwise permitted by this Agreement.

Customer represents and warrants that: (i) Customer has all the rights in the User Content necessary for Customer to use the Services and to grant the rights set forth in this Agreement; and, (ii) the storage, use or transmission of the User Content doesn't violate any law, regulation or the terms of this Agreement.

Customer will: (i) be solely responsible for the nature, accuracy and content of the User Content; (ii)

ensure that the User Content (including the storage, use or transmission thereof) complies with the terms of this Agreement and any and all applicable laws, and regulations; and, (iii) maintain appropriate security to protect the User Content from unauthorized access; (iv) promptly handle and resolve any notices and claims relating to the User Content.

Customer will immediately notify VOTIX in writing or by email (at [contact@votix.com](mailto:contact@votix.com)) of any unauthorized use of (i) User Content (ii) Customer's account(s) or (iii) Services that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access through Customer, Customer will take all steps reasonably necessary to terminate such unauthorized use. Customer will provide VOTIX with such cooperation and assistance related to any such unauthorized use as VOTIX may reasonably request.

## TERM; TERMINATION

### Term.

This Agreement will remain in force and the Services under it will continue to be provided unless and until terminated by either Party in accordance with the terms and conditions of this Agreement. The initial term of the Agreement will commence on the Effective Date and will expire on the expiration date of the term for Services referenced in the applicable Service Order (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for successive 12-month periods (each a "Renewal Term") for all active subscription units in existence at the time of the renewal, unless notice is given in writing at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term by either Party of its intent to cancel or modify the terms of the Agreement. The Initial Term and the Renewal Terms are referred to herein collectively as the "Term." To the extent Customer orders additional subscription units pursuant to one or more subsequent Service Order(s) during the Initial Term or any Renewal Term, the Term with respect to such additional subscription units shall be as set forth in the relevant Service Order, subject to auto-renewal for successive Renewal Terms as set forth in this Section.

### Termination.

Termination for Convenience. Unless otherwise specified in this Agreement and subject to Section 6.2(b) below, either Party may terminate this Agreement or specific Services at any time for any reason upon providing to the other Party no less than thirty (30) days' prior written notice. Termination pursuant to this Section 6.2(a) takes effect on: (i) the last day of the month following the thirty (30) day notice period, or (ii) if the cancelling Party specifies a later date, the day that VOTIX terminates, disconnects or otherwise deactivates the Service (or in the case of termination of this Agreement, the day VOTIX terminates, disconnects or otherwise deactivates the last Service).

Termination for Cause or Insolvency. Subject to any applicable cure periods provided hereunder, either Party may give notice and immediately terminate this Agreement or any Service for Cause: (i) with respect to this Agreement, to the extent the Cause impacts all Services provided under this Agreement, and (ii) with respect to any specific Service, to the extent the Cause impacts such Service. Either Party may also give notice and immediately terminate this Agreement or any Services (to the extent permitted by applicable law and regulation) if the other Party experiences an Insolvency Event.

As used herein, the term “Cause” means (a) a breach by the other Party of any material provision of the Agreement (including in relation to a particular Service Order or SOW) which: (1) is incapable of remedy; (2) if capable of remedy, remains uncured for thirty (30) days from written notice of such breach; or (3) in the case of Customer’s failure to pay any past due amount, such amount remains unpaid five (5) days from notice of such failure, or (b) if VOTIX reasonably suspects that Customer’s use of Services or any portion thereof violates applicable law, poses a risk to VOTIX or its suppliers and affiliates, or is otherwise compelled to suspend or terminate Customer’s use of Services or any portion thereof. An “Insolvency Event” occurs when a Party: (s) files for bankruptcy; (t) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it; (u) passes a resolution for its voluntary dissolution or liquidation; (v) has a receiver or manager appointed over all, or substantially all, of its assets; (w) makes an assignment for the benefit of all, or substantially all, of its creditors; (x) enters into an agreement or arrangement for the composition, extension, or readjustment of all, or substantially all, of its obligations or any class of such obligations; (y) becomes incapable of paying its undisputed debts when due; or (z) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

For the avoidance of doubt and notwithstanding anything contained herein to the contrary, VOTIX may suspend or terminate one or more Services (or any part thereof), in its sole discretion and without penalty, if: (a) Customer fails to pay any past due amounts for Equipment or Services within five (5) days after Customer receives notice of such non-payment; or (b) VOTIX determines that suspension is necessary to: (i) prevent or mitigate fraud, (ii) protect persons, property or the integrity or normal operation of VOTIX assets, (iii) comply with law or regulation, or (iv) undertake any work, the execution of which, at the time it is proposed to be executed, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (1) danger to persons or property; (2) the interruption of any Services provided by the VOTIX; (3) substantial loss to VOTIX or any third party; and/or (4) such other works as in all the circumstances it is reasonable to execute with those works. VOTIX will give Customer reasonable notice of any such suspension or termination where practicable, save in relation to suspension pursuant to sub-clause (a) above, where no notice is required beyond the five (5) days stated therein. If VOTIX exercises its right to suspend a Service, it will resume the Service as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of VOTIX). If Services are suspended as a consequence of the breach, fault, act or omission of Customer or any Customer affiliate, Customer shall pay to VOTIX all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service. VOTIX may enforce the foregoing rights without waiving any and all other rights or remedies it may have

for any breach of this Agreement.

## CHARGES, PAYMENT AND TAXES

### Charges.

Customer agrees to timely pay all Charges in accordance with the terms and conditions of this Agreement. Unless otherwise expressly set out in the Agreement, VOTIX may change its fees for Services prior to the start of any Renewal Term with thirty (30) days' prior written notice to Customer. Any such price change, and any other price change mutually agreed to by the Parties in writing, shall take effect on the first day of the month following the start of such Renewal Term, or upon execution of a written agreement by the Parties. Customer acknowledges and agrees that the number of Service subscriptions ordered cannot be reduced during the Term. Customer may add Service subscriptions, however, via a Service Order at any time during the Term.

**Support Service Charges.** Billing for optional Support Services will commence on the first day of the month following the Order Effective Date of such Support Services.

**Professional Service Charges.** VOTIX will invoice Customer for Professional Services in accordance with the terms and conditions of the applicable SOW.

**Paper Invoice Charges.** VOTIX may at any time notify Customer of its intention to provide invoices online as its standard method of invoicing. Where such a practice is implemented, and Customer wishes to continue to receive paper invoices in addition to online invoices, VOTIX reserves the right, where permitted by law and regulation, to apply a Charge (which may be modified from time to time at VOTIX's sole election) to every such paper invoice provided to a Customer. This Charge does not apply where Customer has established to VOTIX's satisfaction, or VOTIX determines on its own, that online invoicing is not a reasonable substitute for paper invoicing.

### Payment.

**Invoices.** Customer will pay VOTIX all invoiced amounts within thirty (30) days of the relevant invoice date in accordance with the remittance instructions on the invoice. Except as may be agreed to in writing by the Parties, all Services shall be prepaid for the period selected (e.g., monthly, yearly or otherwise) and are non-refundable. This includes any Services that are renewed pursuant to Section.

**Disputed Amounts.** If Customer notifies VOTIX in writing of any invoiced Charge which Customer disputes in good faith (a "Disputed Amount") by the date on which payment for such Charge by Customer is to be received by VOTIX (the "Due Date") pursuant to the terms of this Agreement, then the Disputed Amount may be withheld. The writing must set forth the basis for the dispute. If VOTIX



determines that the Disputed Amount is owed by Customer, then Customer must pay the withheld amount within five (5) days after VOTIX notifies Customer of the determination and such amount shall no longer be considered a Disputed Amount. If Customer does not give VOTIX notice of a Disputed Amount with respect to Charges, including the application of Taxes, by the Due Date, the invoice will be deemed to be correct and binding on Customer.

**Past Due Amounts.** Amounts not paid on or before the Due Date are past due and will accrue interest from the Due Date until payment at the rate of: (a) 1.5% per month (compounded monthly); or, where that rate is not permitted by applicable law or regulation (b) the maximum amount allowed. Without prejudice to any other rights or remedies under applicable law or regulation, VOTIX may exercise its rights of termination or suspension of Services in accordance with the Agreement in respect of any past due amount other than Disputed Amounts. Customer agrees to pay VOTIX all its reasonable costs and expenses, including court costs, and legal and collection agency fees, incurred in enforcing its rights under this Agreement.

#### Taxes.

All prices for Services provided on VOTIX.com or any Service Order or SOW are exclusive of applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges, including any related penalties and interests however designated (collectively, "Taxes"). Customer shall pay any Taxes that apply. VOTIX will exempt Customer from Taxes in accordance with law and regulation, after receiving a valid tax exemption certificate. If Customer is required by law or regulation to make any deduction or withholding from any payment, then the gross amount payable by Customer to VOTIX will be increased so that, after any such deduction or withholding, the net amount received by VOTIX will not be less than VOTIX would have received had no such deduction or withholding been required. Customer will reimburse, indemnify, and hold harmless VOTIX for all Customer liabilities for Taxes.

## CONTENT STORED IN THE UNITED STATES

The Service is provided from the United States. By using and accessing the Service, you understand and consent to the storage and processing of the User Content, including Flight Safety Compliance Data and any other personal information in the United States.

## SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE

VOTIX may, in its sole discretion, for any or no reason, and without penalty, suspend or terminate any account (or any part thereof) you may have with VOTIX, or your use of or access to the Service, or



remove or discard all or any part of your account, user profile, and any User Content. If VOTIX plans to terminate or suspend your account or deny you access to your account, we will provide you five (5) business days' notice, unless your use of the account violates applicable law, poses a risk to VOTIX, or VOTIX is otherwise legally compelled to suspend or terminate your account, in which case we may do so immediately and without notice. VOTIX will not be liable to you or to any third party for any such termination or suspension regardless of the reason for such termination or suspension. VOTIX may refer any suspected fraudulent, abusive, or illegal activity may to appropriate law enforcement authorities. These remedies are in addition to any other remedies VOTIX may have at law or in equity. VOTIX does not permit copyright infringing activities on the Service, and may terminate access to the Service, and remove any User Content or other content submitted by any users who are found to be repeat infringers. Should VOTIX terminate your account for convenience prior to the completion of any particular subscription period, your sole remedy is a pro-rata refund of the unused portion of the purchase price paid for the unavailable Service. Usage-based charges are not refundable for any reason.

Your only remedy with respect to any dissatisfaction with (i) the Service; (ii) any term of these Terms; or, (iii) any policy or practice of VOTIX in operating the Service is to terminate these Terms and your account. You may terminate these Terms at any time by discontinuing use of any and all parts of the Service and providing VOTIX written notice of such termination. For clarity, no fees payable by you hereunder are refundable upon your termination of your account with VOTIX.

Upon termination by VOTIX, whether with or without cause, or at your direction, you may request access to your User Content including your FSCD, which we will make reasonable efforts to provide. You must make such request within thirty (30) days following termination. Otherwise, any User Content or FSCD you have stored with the Service may not be retrievable, and we will have no obligation to maintain any data stored in your account.

The following provisions survive the termination of these Terms: 4, 5, 7 (with respect to any amounts owed prior to termination), 11, 13, 14, 15, 16, 17, 18, 20, 21, and 22.

## ACCEPTABLE USE

Use of Services must comply with any applicable acceptable use policy ("AUP") of the countries from which Customer uses such Service (in the event that no AUP exists for a country, the following U.S. AUP will apply). Customer agrees to, and will ensure that each user of the Services will, comply with the following U.S. AUP:

Users of a Service must not use such Service to harm others, VOTIX or the Service. For example, Customer must not use the Service to harm, threaten, or harass another person, organization, or VOTIX and/or to build a similar service or website. Customer must not: damage, disable, overburden, or impair the Service (or any network connected to the Service); resell or redistribute the Service or any part of it;

use any unauthorized means to modify, reroute, or gain access to the Service or attempt to carry out these activities; or use any automated process or Service (such as a bot, a spider, or periodic caching of information stored by VOTIX) to access or use the Service. In addition, Customer will not and will not encourage or assist any third party to:

(i) modify, alter, tamper with, repair or otherwise create derivative works of Services or any Software; (ii) reverse engineer, disassemble or decompile any software used to provide or access the Service, including the Software, or attempt to discover or recreate the source code used to provide or access the Service; (iii) use the Service in any manner or for any purpose other than as expressly permitted by this Agreement, the Privacy Policy, any User Guides or any other policy, instruction or terms applicable to the Service that are available on the Service (“Policies”); (iv) sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to Customer with respect to the Services to any third party; (v) remove, obscure or alter any proprietary rights notice pertaining to the Service; (vi) access or use the Service in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas; (vii) use the Service in any situation in which the failure of the Service could lead to death, personal injury, or physical property or environmental damage; (viii) use the Service to: (1) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (2) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (3) advertise or promote a commercial product or service that is not available through VOTIX, in a manner not expressly authorized by VOTIX; (4) store or transmit inappropriate content, such as content: (a) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (b) containing any material that encourages conduct that could constitute a criminal offense, or (c) that violates the intellectual property rights or rights to the publicity or privacy of others; (5) store or transmit any content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (6) abuse, harass, stalk or otherwise violate the legal rights of a third party; (ix) interfere with or disrupt servers or networks used by VOTIX to provide the Service or used by other users’ to access the Service, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user’s full use and enjoyment of any Software or the Service; (x) access or attempt to access VOTIX's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means; (xi) cause, in VOTIX's sole discretion, inordinate burden on the Service or VOTIX's system resources or capacity; or (xii) share passwords or other access information or devices or otherwise authorize any unauthorized third party to access or use the Software or the Service.

VOTIX reserves the right, in its sole discretion, to deactivate, change and/or require Customer to change its VOTIX user ID for any reason or for no reason. VOTIX may exercise such right at any time, with or without prior notice. VOTIX will make all judgments concerning the applicability of these guidelines in its sole and exclusive discretion. VOTIX reserve the right, in its sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate or limit its response to a future complaint. Except as explicitly set forth herein,



VOTIX will not assume or have any liability for any action or inaction with respect to any User Content or FSCD.

## CONFIDENTIALITY

Except as required by law or regulation, each Party shall, during and for no less than three years after the termination or expiration of the Agreement (except for information that qualifies as trade secret information, which must be maintained as confidential as required by applicable law): (i) use the other Party's Confidential Information only for purposes of the Agreement; (ii) not disclose it to third parties except as provided in this Agreement, including without limitation, Section 11 hereof; and (iii) protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Either Party may disclose the other Party's Confidential Information only to its employees, agents, and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of the Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as the related terms of the Agreement. In addition, information, whether or not Confidential Information, may be disclosed by a receiving Party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving Party, to the extent practicable and permitted by applicable law, rule, regulation or lawful process, first notifies the disclosing Party in order to permit the disclosing Party to seek protective arrangements. Confidential Information remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed provided however that a party may retain one copy of the other Party's Confidential Information solely for archiving and auditing purposes or as otherwise may be required by law or regulation. Any such retained Confidential Information will continue to be subject to requirements of confidentiality set out in this Section.

As used in this Agreement, the term "Confidential Information" means information (in whatever form): (a) designated as confidential; (b) relating to the Agreement including the existence of the Agreement itself; relating to the Party's business affairs, customers, products, developments, trade secrets, intellectual property rights, know-how or personnel; or (d) received or discovered at any time that the Agreement is in effect, or otherwise in connection with the Agreement, by a Party (including through an Affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (i) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure, (ii) is or becomes publicly known other than by a breach of this provision, (iii) is received without restriction from a third party free to disclose it, or (iv) is developed independently by the receiving Party without reference to the Confidential Information.

## EXPORT CONTROL

The Software and Services are subject to applicable U.S. export laws and regulations. You will comply with all domestic and international export laws and regulations that apply to the Software or Service. These laws include restrictions on destinations, end users, and end use. Without limitation, you may not transfer the Software or Service without U.S. government permission to anyone on U.S. government exclusion lists (see the Commerce Department's compliance list at <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>). You represent and warrant that you're not on any of those lists or under the control of or an agent for anyone on those lists or the entities listed above.

## THIRD PARTY SERVICES AND CONTENT

Customer will not use the Services to conduct any transactions unless expressly permitted by the terms of this Agreement or as otherwise agreed to in writing in advance by VOTIX. All transactions using the Services are between the transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including Web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole; Customer acknowledges that VOTIX is not responsible for such third- party content or services. VOTIX may also provide some content to Customer as part of the Services. However, VOTIX is not an agent of any transacting party, nor are we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third-party.

VOTIX has no liability, obligation or responsibility for any such correspondence, purchase, arrangement or promotion between Customer and any such third-party. Customer shall make whatever investigation it feels necessary or appropriate, in its sole discretion, before proceeding with any online or offline transaction with any of these third parties and Customer shall be solely responsible for its dealings with any third party related to the Services, including the delivery of and payment for goods and services. VOTIX will not be responsible for any problems resulting from Customer's use of any third-party services, or should Customer suffer data loss or other losses as a result of problems with any of Customer's other service providers or any third-party services.

When using Services, VOTIX may provide Customer with access to content and information from a variety of sources, including content generated by VOTIX (collectively, "Third-Party Content"). The Third-Party Content may have additional obligations and restrictions that apply. Customer hereby agrees to abide by any such obligations or restrictions. Unless otherwise expressly permitted in writing by VOTIX or the owner of the Third-Party Content, Customer will only use Third Party Content for its internal business purposes.

Unless otherwise expressly permitted in writing by VOTIX or the owner of the Third-Party Content,

Customer will: (i) treat as confidential and preserve the confidentiality of all Third- Party Content; (ii) take the same degree of care to prevent disclosure of the Third-Party Content as Customer takes to preserve and safeguard its own confidential or proprietary information, but, in any event, no less than a reasonable degree of care; (iii) not copy, disclose or make available such Third Party Content (or permit others to do so); (iv) limit dissemination of the Third-Party Content solely to employees and contractors (“Representatives”) to whom disclosure is necessary for Customer’s internal business purposes, but only if such Representative is bound to obligations of confidentiality on terms at least as protective as the terms of this Section and Customer has notified such Representative that the Third-Party Content must be kept in confidence in accordance with this Agreement; and, (v) promptly return or destroy all Confidential Information at our request. Customer will be liable if any Representative(s) disclose or use Third-Party Content other than as authorized in this Agreement. If Customer becomes aware of any loss or unauthorized disclosure of Third-Party Content, Customer will promptly notify VOTIX of such and use reasonable efforts to retrieve such Third-Party Content.

Such Third-Party Content may be inaccurate, outdated, or have other problems. VOTIX is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to any Third-Party Content. VOTIX does not endorse any User Content or Third-Party Content or any opinion, recommendation, or advice expressed therein, and VOTIX expressly disclaims any and all liability arising from the User Content or Third-Party Content. CUSTOMER HEREBY WAIVES, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES IT HAS OR MAY HAVE AGAINST VOTIX WITH RESPECT THERETO, AND WILL INDEMNIFY AND HOLD VOTIX AND ITS LICENSORS HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO THE USER CONTENT AND/OR THE USE OF THE SERVICE.

## MAPPING & MODELING

The Mapping & Modeling service allows you to export pictures for processing by a third party provider, Pix4D. VOTIX reserves the right to modify or change the third party provider at any time without notice to you. Your use of the Mapping & Modeling service is subject to the VOTIX Terms of Service and the following terms.

**Disclaimer of Warranties.** Access to the Mapping & Modeling service is not guaranteed. The Mapping & Modeling service may be disabled while the third-party service provider performs routine or unplanned maintenance, or as may be required by law, or for any reason at VOTIX’s discretion. THE MAPPING & MODELING SERVICE IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT THE MAPPING & MODELING SERVICE WILL BE AVAILABLE OR ACCESSIBLE WITHOUT INTERRUPTION IS DISCLAIMED.

**Your Data.** By using Mapping & Modeling service, you agree that we may transfer your information to the applicable third party for processing. You are the sole owner of all rights, title, and interest to and in the data that you input and receive as output from the Mapping & Modeling service. You grant the third party service provider the right to store, copy, retain, process, transmit, and create derivative works from your data for the purpose of providing Mapping & Modeling service. VOTIX does not control this third-party service and is not responsible for the third party's use of your exported information. You acknowledge that any information you transmit through the Mapping & Modeling service belongs to you or you have the right to use and transmit through the Mapping & Modeling service. You shall not transmit through the Mapping & Modeling service any work of authorship or proprietary information in connection where such use or transmission would constitute the infringement, violation, or misappropriation of any third-party copyright or other intellectual property right, or any other relevant laws or regulation. The Mapping & Modeling service is not intended to receive personal information. You shall not furnish any personal information concerning any person through the Mapping & Modeling service.

**Processing in the United States.** The Mapping & Modeling service is hosted on servers located within the United States. However, in order to provide support, development personnel of the third-party service provider located in Switzerland and the European Union may need to access your data on servers and workstations located in those places for purposes of providing support.

**Processing Limitation.** Paid users of the VOTIX Services accessing the Mapping & Modeling service have processing limitations based on their subscribed plan, or the amount otherwise indicated in their signed agreement with VOTIX. Users registered for a free trial are limited to specific processing limitations as defined by VOTIX for their trial period. If we detect that you have exceeded these amounts, we may, at our discretion, suspend or terminate your access to the Mapping & Modeling service and/or the VOTIX Services. You will not use any automated means or interface to access any VOTIX Services or to submit information without authorization or as permitted by your license. Map processing is considered to be a set of photographs (maximum 1000) uploaded successfully in a single submission for processing.

## VOTIX PROPRIETARY RIGHTS

As between VOTIX and Customer, VOTIX or its licensors own and reserve all right, title and interest in and to the Service, or any portion thereof including without limitation any and all hardware, software and other items used to provide the Service, including any Third Party Content, other than the rights explicitly granted to Customer to use Service(s) in accordance with the terms and conditions of this Agreement. No title to or ownership of any proprietary rights related to the Service is transferred to Customer pursuant to this Agreement. All rights not explicitly granted to Customer herein are reserved by VOTIX. In the event that Customer or any of its employees, agents, contractors or other authorized users of Services provide VOTIX with or contribute in any way to any comments, ideas, suggestions, enhancement requests, feedback or recommendations with respect to the Service (including, without

limitation, any changes, modifications, enhancements, improvements and other changes to any Service that VOTIX otherwise conceives of or creates as a result of the same) (collectively, "Feedback"), then VOTIX will be free to use and disclose such Feedback without any restriction or further obligation to Customer. Other than any Confidential Information of Customer included in such Feedback, VOTIX will own all right, title and interest in and to any such Feedback, including VOTIX's implementation of the same, and all intellectual property rights covering or derived therefrom. In the event that any Feedback is deemed to be the proprietary property of Customer, Customer hereby grants to VOTIX a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with Services.

## PRIVACY

In order to operate and provide Services, VOTIX, its Affiliates and third-party service providers may receive or collect certain information about Customer and its authorized users, including but not limited to spatial data and data relating to the UVs, User Content, mobile objects, devices, locations, employees, contractors, suppliers, Customer and/or customers of Customer, including but not limited to, GPS location, UV speeds, manner of operation, UV diagnostics information, names and ID numbers of employees, addresses, Service type and Service performance (collectively, "Collected Data"). Customer acknowledges and agrees that, during and after termination of Services, (i) VOTIX may, to the extent permitted under applicable law and the terms and conditions of this Agreement, retain and use Collected Data for purposes of providing and improving the Services or any portion thereof, and conducting research and development; (ii) VOTIX may share Collected Data with Affiliates and other third-parties providing services to VOTIX, subject to obligations of confidentiality; (iii) VOTIX may disclose Collected Data if required under applicable law, regulation or court order; (iv) VOTIX may use and share with Affiliates and third-parties any Collected Data in aggregated or de-identified form such that the source of the Collected Data cannot be identified; (v) VOTIX may use or share any Collected Data that is publicly available without any restriction; and (vi) VOTIX and its Affiliates may collect, use, share and commercially exploit Collected Data, subject to the permissions and restrictions set forth elsewhere in this Agreement, and in VOTIX's privacy policy, which can be accessed at <https://votix.com/privacy/> (the "Privacy Policy"). Customer further acknowledges and agrees that VOTIX may access or disclose information about Customer and its authorized users, including without limitation, the content of applicable communications, in order to: (i) comply with the law or respond to lawful requests or legal process; (ii) protect the rights or property of VOTIX or its customers, including the enforcement of agreements or policies governing Customer's use of Services; or (iii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of VOTIX employees, customers, or the public.

VOTIX retains the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Service as part of VOTIX's efforts to protect the Service, protect our customers, or prevent Customer from breaching the terms of this Agreement. The technology or other means VOTIX uses may hinder or break Customer's use of Services.

To the extent required by applicable law or regulation, Customer agrees to provide notice to, and to receive consents from, its authorized users of: (i) the nature of the Services, (ii) VOTIX's collection, use, and disclosure of Collected Data and Confidential Information, which may contain personal Information from time to time, and (iii) VOTIX's tracking, recordation, processing and use of Collected Data and other information relating to Customer's use of the Services.

## WARRANTIES

### Mutual Representations and Warranties.

Each Party represents and warrants to the other Party that:

it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; and

when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

### Additional Customer Representations, Warranties and Covenants.

Customer represents, warrants, and covenants to VOTIX that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the User Data so that, as received by VOTIX and processed and used in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property, or any privacy or other rights of any third party or violate any applicable law or regulation.

### Warranty Exclusions.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 16, VOTIX, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "VOTIX PARTIES") (I) MAKES NO OTHER REPRESENTATION, AGREEMENT OR WARRANTY WITH RESPECT TO THE PROVISION OF SERVICES (OR ANY PORTION THEREOF) HEREUNDER OR OTHERWISE, AND ALL OTHER REPRESENTATIONS, AGREEMENTS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR IN WRITING AND WHETHER EXPRESS OR IMPLIED, EITHER BY OPERATION OF LAW, STATUTE OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW AND REGULATION; (II) PROVIDE THE SERVICES AND ANY THIRD PARTY CONTENT ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS; AND (III) EXPRESSLY DISCLAIMS ALL OTHER

WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE VOTIX PARTIES DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION (1) RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE; (2) RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS (OR THE LACK THEREOF) IN THE SERVICE, OR ANY PART THEREOF; (3) THAT THE SERVICE, USER CONTENT OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS; (4) THAT THE USER CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; (5) RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE; (6) RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS OF THE VOTIX PARTIES; (7) THAT THE SERVICE WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON; AND (8) ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY THE VOTIX PARTIES SHALL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO, AND WILL NOT, RELY ON ANY SUCH ADVICE OR INFORMATION.

CUSTOMER'S USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING INFORMATION, MATERIALS, OR DATA THROUGH THE SERVICE (INCLUDING RSS FEEDS) OR ANY THIRD-PARTY SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO PROPERTY (INCLUDING COMPUTER SYSTEMS OR UNMANNED AERIAL VEHICLES) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

CUSTOMER IS SOLELY RESPONSIBLE FOR ITS OWN CONDUCT BOTH IN USING THE SERVICES AND IN ANY ACTIVITIES RELATED TO USING THE SERVICES, INCLUDING BUT NOT LIMITED TO FLYING AN UNMANNED AERIAL VEHICLE. VOTIX MAY PROVIDE A MAP AS A PART OF THE SERVICES. THE MAP AND ALL RELATED SERVICES ARE TO BE FOR PLANNING PURPOSES ONLY AND DO NOT REPLACE CUSTOMER'S OWN JUDGMENT ABOUT WHETHER IT IS SAFE TO FLY AT THAT TIME OR WHETHER CUSTOMER IS PERMITTED TO FLY IN THAT LOCATION. CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING AND COMPLYING WITH ANY LOCAL, STATE, FEDERAL, OR INTERNATIONAL LAWS GOVERNING ITS ABILITY TO FLY AN UNMANNED AERIAL VEHICLE AND VOTIX SPECIFICALLY DISCLAIMS THAT ANY INFORMATION PRESENTED ON THE SERVICES IS MERELY ADVICE AND MAY NOT REFLECT THE CURRENT STATE OF THE LAW IN THE RELEVANT JURISDICTION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT.

## INDEMNIFICATION

You will indemnify, defend and hold harmless the VOTIX Parties from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of: (i) any claim due to or arising out of your violation of these Terms, including but not limited to a claim arising out of a breach of your representations or warranties made hereunder; (ii) your use or misuse of or access to the Service; (iii) your violation of any law, regulation or third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that you or your Content caused damage to a third party; or, (v) any other of your activities or omissions.



VOTIX reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify VOTIX, and you will cooperate with VOTIX's defense of these claims.

## LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VOTIX, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO COSTS OF COVER, COSTS OF PROCURING SUBSTITUTE SERVICES, SUPPORT SERVICES, OR PROFESSIONAL SERVICES, ANY LOSS OF BUSINESS, LOSS OF DATA, INABILITY TO USE DATA, DELAYED AVAILABILITY OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST SAVINGS OR ANTICIPATED SAVINGS, LOST OR DIMINISHED GOODWILL OR REPUTATION, IN ANY CASE REGARDLESS OF WHETHER THE FOREGOING MAY BE CONSIDERED DIRECT OR INDIRECT DAMAGES (OR OTHERWISE), OR WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, CONTRACT CLAIM, NEGLIGENCE, TORT LIABILITY, OR OTHERWISE, EVEN IF VOTIX HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF VOTIX, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS UNDER AND DURING THE ENTIRE TERM OF THIS AGREEMENT AND FOR ANY AND ALL ACTIONS ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO VOTIX UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. FOR THE PURPOSE OF THIS CLAUSE AND CALCULATION, WHERE: (I) AN EVENT GIVES RISE TO A NUMBER OF SEPARATE LIABILITIES, CLAIMS OR CAUSES OF ACTION, AND/OR (II) THERE ARE MULTIPLE EVENTS, WHETHER CONNECTED OR SEPARATE, RELATED TO THIS AGREEMENT, SUCH WILL BE CONSIDERED A SINGLE EVENT, WILL BE DEEMED TO HAVE OCCURRED IN THE ANNUAL PERIOD IN WHICH THE FIRST EVENT OCCURRED AND WILL NOT INCREASE THIS LIMIT. CUSTOMER ACKNOWLEDGES THAT THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF THE WARRANTIES AND THE REMEDIES ARE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## UPDATES TO THE SERVICE

VOTIX reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. WE MAY ALTER, ADD OR REMOVE FUNCTIONALITIES OR FEATURES, AND WE MAY SUSPEND OR STOP PROVIDING THE SERVICE, OR A PORTION THEREOF, IN OUR SOLE DISCRETION. WE WILL PROVIDE YOU FIVE (5) BUSINESS DAYS' NOTICE OF ANY CHANGE THAT WE BELIEVE IN OUR SOLE DISCRETION WILL CAUSE A MATERIAL DEGRADATION TO THE SERVICE, UNLESS SUCH CHANGE IS REQUIRED TO COMPLY WITH APPLICABLE LAW, NEEDED TO REDUCE A POTENTIAL OR ACTUAL RISK TO VOTIX, OR VOTIX IS OTHERWISE LEGALLY COMPELLED TO



MAKE SUCH CHANGE, IN WHICH CASE WE MAY DO SO IMMEDIATELY AND WITHOUT NOTICE. VOTIX NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

## GOVERNING LAW; LOCATION FOR RESOLVING DISPUTES

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction. Any controversy, claim, or dispute arising out of or relating to the Agreement (including incorporated terms), must be resolved by panel arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules (the "Rules"). If a court rules that this arbitration requirement is unenforceable, or if a court proceeding is allowed instead of arbitration, the Parties explicitly (1) agree to waive their right to trial by jury; and (2) consent to the exclusive jurisdiction of the courts in the State of Delaware and agree to accept the service of process of such courts such that any suit brought by either Party against the other Party for claims arising out of this Agreement shall be brought in the State courts, or Federal courts if applicable, of the State of Delaware. Except as provided in this Agreement, the schedule and rules for the arbitration hearing will be set by the arbitration panel (the "Panel") appointed by the AAA in accordance with the Rules. The place of arbitration will be New York, NY. The Parties agree that: (A) each Party will bear its own costs and fees in connection with the arbitration, except the arbitrators' fees which will be borne equally by the Parties; (B) any award of the Panel shall be accompanied by a written opinion setting forth the rationale for the decision; (C) the Panel may not award punitive, consequential or exemplary damages; (D) this provision and the arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended; (E) the decision of the Panel must be based upon the Agreement and applicable law, will be final and binding with no right of appeal, except for fraud, misconduct or errors of law, and judgement upon the decision rendered may be entered in any court having jurisdiction; and (F) no arbitration can be on a class basis or be joined or consolidated with another arbitration. If the prohibition in subsection (F) is found to be unenforceable, then neither party shall be required to arbitrate. Even if applicable law or regulation permits class actions or class arbitrations, the dispute resolution procedure specified here applies and VOTIX and Customer waive any rights to pursue any claim arising under or related to the Agreement on a class basis. In all arbitrations, arbitrators must give effect to applicable statutes of limitation subject to limitation of actions terms in the Agreement and has no authority to award relief in excess of what the Agreement provides.

Notwithstanding the foregoing, the Parties understand and agree that any dispute relating to the title, use, validity, or other similar claims related to intellectual property, including copyright, trademark, patent or trade secrets, and Confidential Information shall not be subject to the provisions in this Section related to arbitration.

Nothing in this Section shall limit the right of a party to seek or obtain provisional or preliminary relief from a court of competent jurisdiction to (a) compel arbitration in accordance with this Agreement, (b) obtain orders to require witnesses to obey subpoenas issued by the arbitrators, (c) seek temporary

injunctive relief related to the breach of the other Party's confidentiality obligations under this Agreement or (d) secure enforcement of any arbitration award rendered pursuant to this Section.

## NOTICES

All notices (including notices to terminate the Agreement for Convenience) must be in writing and sent to the notice address specified herein, or if no such address is specified, the registered address of the relevant Party. With respect to VOTIX, legal notices may be transmitted Notice may be transmitted via email to [contact@votix.com](mailto:contact@votix.com) with a duplicate copy send via any of overnight courier, hand delivery, a class of certified or registered mail that includes proof of receipt to the following address: Attn: Legal, 150 SE 2ND AVE STE 906, MIAMI, FL 33131, USA. With respect to Customer, legal notices may be transmitted via the contact information you provide upon registration with VOTIX. Notices sent in accordance with this Section is effective when received, except for email notice, which is effective the business day after being sent.

## MISCELLANEOUS

### Severability; Entire Agreement

If any provision of this Agreement is held by any entity of competent jurisdiction to be illegal, invalid or unenforceable for any reason, or to cause this Agreement as a whole to be unenforceable, that provision or portion of this Agreement will be deemed modified to the extent necessary to make it and this Agreement as a whole enforceable and the remaining provisions or portions will remain in full force and effect. Failure or delay to exercise or enforce any right under this Agreement is not a waiver of that right. Certain provisions contained herein are intended by their nature to survive expiration or termination (including, without limitation, Privacy, Limitation of Liability, Indemnities, and Confidentiality). This Agreement may not be amended except by a written instrument that both Parties agree to be bound by (whether by execution or some other method). The Agreement: (a) expresses the entire understanding of the respective Parties with respect to their subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings, or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to VOTIX by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in the Agreement.

### Assignment and transfer

Either Party may assign its rights or obligations under (and subject to) the Agreement, to: (a) an Affiliate; or (b) a successor to the business or assets of a Party that includes this Agreement without the other Party's consent, provided in the case of the Customer, the assignee is an entity of the same country as



VOTIX and meets VOTIX's generally applicable credit standards. Except as stated, no Party may novate, assign, encumber, or transfer the Agreement in whole or in part without the prior written consent of the other Party (which may not be unreasonably withheld, conditioned, or delayed). Except as expressly permitted in the Agreement, Customer may not resell, charge, transfer or otherwise dispose of Services or any part thereof to a third party.

## Independent Contractors; No third-party beneficiaries

Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a Party and the other Party or the other Party's employees or agents.

## Claims

Claims must be filed within one year. You must bring any claim related to these Terms or the Service within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

## Waiver

All waivers must be in writing. The failure by a Party to enforce at any time any provisions in this Agreement, to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

## Government Use

If you are a U.S. government entity, you acknowledge that any Software and User Guides that are provided are "Commercial Items" as defined at 48 C.F.R. 2.101, and are being provided as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

## Equitable Relief

Customer agrees that any actual or threatened breach of this Agreement may cause irreparable injury to VOTIX and its suppliers for which monetary damages alone may not be an adequate remedy. The Parties agree that in addition to all other available remedies, VOTIX will be entitled to seek specific performance and injunctive or other equitable relief, without the requirement of posting a bond (where applicable).



VOTIX will recover from Customer any out-of-pocket expenses incurred in seeking and enforcing any such remedies, including, without limitation, any legal expenses, including court costs and attorneys' fees.

## Import and Delivery

Delivery of any equipment, hardware, tool or accessory related to the provision of Services hereunder will be Delivered Duty Paid (DDP) to a Customer site unless stated elsewhere in the Agreement or delivery under the DDP term is not available. In situations where delivery under the DDP term is not available, delivery of any such Service equipment will be Delivered At Place (DAP) to a Customer site. Customer will be responsible for and will reimburse VOTIX for all shipping and insurance charges incurred by VOTIX. At the time any such equipment is made available to Customer or an agent of Customer, including common carrier, to pick up at VOTIX's facility, title (except in the case where the Products are rented) and risk of loss of such equipment shall pass to Customer and VOTIX is not responsible for any subsequent delay in transportation or non-delivery thereof. VOTIX will use commercially reasonable efforts to comply with the reasonable shipping instructions of Customer.

## Force Majeure

Any failure by a Party to perform an obligation under this Agreement that is the result of a Force Majeure Event is not a breach of this Agreement (other than Customer's failure to make timely payment of its payment obligations hereunder, which will constitute a material breach of this Agreement). A Party claiming non-performance from a Force Majeure Event must promptly provide the other Party notice of the relevant details, and the obligations of the notifying Party are suspended to the extent caused by the Force Majeure Event. The time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event, provided, however, that if VOTIX is prevented by the Force Majeure Event from performing its obligation(s) with respect to a Service for thirty (30) days or more, then VOTIX may in its sole discretion immediately terminate such VOTIX with notice to Customer. Upon such termination, VOTIX is entitled to payment of all accrued but unpaid Charges incurred through the date of such termination. The Parties will otherwise bear their own costs and VOTIX will be under no further liability or obligation to perform the Service affected by the Force Majeure Event.

## Use of Subcontractors or Affiliates

Without releasing it from any of its obligations, VOTIX may at any time utilize the services of one or more VOTIX Affiliates or subcontractors in connection with the performance of its obligations. VOTIX may subcontract any portion of any Services provided under this Agreement to any data center where the Services are hosted or any other third-party contractor without the prior consent of Customer, provided that VOTIX remains fully responsible to Customer for the delivery of the Services.



## UN Convention

Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Transactions Act applies to transactions under this Agreement.

## INTELLECTUAL PROPERTY NOTICES

All contents of the Site and Services including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement are: Copyright © 2022 VOTIX LLC., and/or the proprietary property of its suppliers, affiliates, or licensors. All Rights Reserved.

VOTIX and the VOTIX logo are including without limitation, either trademarks, service marks or registered trademarks of VOTIX LLC., and may not be copied, imitated, or used, in whole or in part, without VOTIX's prior written permission or that of our suppliers or licensors. Other product and company names may be trade or service marks of their respective owners.

VOTIX may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter that is part of the Service. Unless we have granted you licenses to our intellectual property in these Terms, our providing you with the Service does not give you any license to our intellectual property. Any rights not expressly granted herein are reserved.

## WIRELESS SERVICE

These terms apply if you use Wireless Service as part of the VOTIX Connected Drone Solution. "Wireless Service" means the radio service provided by Wireless Service Carrier. The Wireless Service provided as part of the VOTIX Connected Drone Solution may only be used with a connected UV and VOTIX subscription, has no cash value and is non-refundable.

VOTIX is not a wireless service provider. The Wireless service used by VOTIX to provide drone connectivity is procured by VOTIX from different Wireless Service Providers for the benefit of Drone-connected customers.

### Wireless Service Availability

Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, wireless data modems and similar devices and ancillary accessories used with Wireless

Service (“Equipment”) or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation.

## Service Limitations

The Wireless Service is provided to you based on the selected carrier service operational conditions. There may be limits on the use of the Wireless Service, including, but not limited to, the amount of data sent over a limited time period. Domestic and international roaming may not be available for use with this Wireless Service. UVs using Wireless Service must comply with the Wireless Service provider restrictions and limitations.

## Use of Wireless Service and Equipment

It may occur that the Wireless Service may be suspended or terminated by the carrier, if you use the Wireless Service or Equipment: (i) in an illegal or unauthorized manner (including “spamming” or other abusive messaging); (ii) in a manner prohibited by these Terms; or (iii) in a manner that, in the carrier’s Wireless’ sole discretion, has a material adverse impact on the carrier’s Wireless’ network, operations or customers. You must use the Wireless Service only with Equipment designated and approved by the Wireless Service provider for airborne use. You shall ensure that safe operation of the UV is maintained in the event that the wireless service connection to the UV is lost.

## Monitoring / Customer Data/Privacy

The Wireless Service provider may collect information you provide in connection with the Wireless Service, including your contact information, technical data, usage statistics and hardware configuration. By using a carrier’s service, you may approve and grant Wireless provider the right to collect, access and use data including to analyze, monitor, measure, maintain, and optimize the performance of the Wireless Service, provide updates, and develop new offerings. By using the Wireless Service, you may consent to collection and use of information in this way and to the terms of the Wireless Provider Privacy Policy. Please refer to the Service Provider’s privacy policy for further information.

## Limitation of liability

NEITHER WE NOR OUR PARTNERS WILL HAVE ANY LIABILITY TO YOU:

IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER ANY OF YOUR EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE OBSOLETE OR OUTDATED; FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (i) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE; (ii) FAILURES OR DEFECTS IN THE WIRELESS NETWORK OR SYSTEMS; OR (iii) DISABLING OF EQUIPMENT PURSUANT TO THE SECTION TITLED “USE OF WIRELESS SERVICE AND EQUIPMENT”; FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES; FOR



CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

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