FLYBY ROBOTICS
SALES TERMS AND CONDITIONS

This Sales Terms and Conditions (these "**Terms**") govern the sale of Products by Flyby Robotics, Inc. (the "**Company**") to the customer purchasing those Products (the "**Customer**"). These Terms apply to each quote issued by the Company that references or incorporates these Terms (each, a "**Quote**").

1. **Orders and Applicability.**

1.1. **Agreement.** Each Quote, together with these Terms, constitutes the agreement between the Company and the Customer for the purchase and sale of the products identified in the Quote (each, a "**Product**," and collectively, the "**Products**") (the Quote and these Terms, together, the "**Agreement**"). The Customer accepts the Agreement by signing the Quote, submitting a purchase order in response to the Quote, or otherwise placing an order based on the Quote. In the event of a conflict between a Quote and these Terms, the Quote will control.

1.2. **Customer Purchase Orders.** Any purchase order or other document issued by the Customer is for administrative purposes only. Any additional or different terms contained in a purchase order or other Customer document are rejected and will not modify the Agreement, even if the Company acknowledges or fulfills the order, unless the Company expressly agrees to those terms in a writing signed by an authorized representative of the Company.

2. **Prices and Taxes.**

2.1. **Prices.** The prices for Products are set forth in the applicable Quote. Unless otherwise stated in the Quote, all prices are in U.S. Dollars. A Quote will expire on the expiration date stated in the Quote and may be withdrawn or modified by the Company at any time before it is accepted by the Customer.

2.2. **Taxes.** Prices may not include any sales, use, excise, value-added, or similar taxes, duties, tariffs, or other governmental charges applicable to the sale, purchase, importation, or delivery of Products. The Customer is responsible for all such amounts, other than taxes imposed on the Company's net income. If the Company is required to collect or pay any such amount, the Company may invoice the Customer for that amount, and the Customer will pay or reimburse the Company in accordance with the applicable payment terms.

3. **Payment.**

3.1. **Payment Terms.** The Customer will pay all amounts due in accordance with the payment terms set forth in the applicable Quote. Unless otherwise agreed by the Company in writing, the Customer will make all payments in U.S. Dollars and without setoff or deduction.

3.2. **Late Payments.** Any amount not paid when due will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. The Customer will also reimburse the Company for reasonable costs incurred in collecting overdue amounts, including reasonable attorneys' fees.

3.3. **Nonpayment.** If the Customer fails to pay any amount when due, the Company may, in addition to any other available remedies, withhold shipment or suspend further performance until all overdue amounts are paid.

4. **Changes and Cancellation.**

4.1. **Cancellation and Returns.** Once an order is placed, the order is non-cancellable and Products purchased under the order are non-returnable, except as expressly agreed by the Company in writing. The foregoing does not limit any assistance that may be available under the Company's Protection Plan.

4.2. **Other Changes.** The Customer may request changes to an order after it is placed, but no change will be effective unless agreed to by the Company in writing. The Company may adjust the price, payment terms, delivery schedule, or other terms of the order as reasonably necessary to reflect an agreed change.

5. **Delivery; Title and Risk of Loss.**

5.1. **Shipping.** Unless otherwise stated in the Quote, the Company will arrange shipment of the Products to the delivery location specified by the Customer. Shipping charges will be set forth in the Quote and paid by the Customer if not specified in the Quote. If the Customer requests to arrange its own shipping, the Customer will be responsible for making all necessary arrangements and for all associated costs, including compliance with all applicable laws and carrier requirements relating to the shipment of lithium-ion batteries and other regulated or dangerous goods. The Company may require the Customer to use a qualified or certified shipper or to follow specific shipping instructions.

5.2. **Delivery.** Any delivery date provided by the Company is an estimate only. The Company will use commercially reasonable efforts to meet estimated delivery dates but will not be liable for delays in shipment or delivery. The Company may make partial shipments unless otherwise agreed in writing.

5.3. **Title and Risk of Loss.** Title to and risk of loss or damage to the Products pass to the Customer when the Products are delivered to the carrier for shipment to the Customer or, if the Customer arranges shipment, when the Products are made available to the Customer or its carrier at the Company's facility.

5.4. **International Shipments.** For shipments outside the United States, the Customer is responsible for all customs clearance requirements and all duties, tariffs, taxes, fees, and other charges associated with importation or delivery of the Products. The Company may require the Customer to pay such amounts in advance or reimburse the Company for amounts paid on the Customer's behalf.

6. **Inspection and Acceptance.**

6.1. **Inspection.** The Customer will inspect the Products promptly after delivery. The Customer must notify the Company in writing within 10 business days after delivery if any Product is missing or materially different from the Products identified in the applicable Quote. The notice must reasonably describe the nonconformity. The Products will be deemed accepted unless the Customer provides the notice required above within the applicable inspection period.

6.2. **Nonconforming Products.** If the Customer timely notifies the Company of an alleged nonconformity, the Company may inspect the affected Product or request information reasonably necessary to evaluate the claimed nonconformity. If the Company determines that the Product was nonconforming at the time risk of loss passed to the Customer, the Company may, at its option, replace the nonconforming Product, correct the nonconformity, or refund the amount paid for the affected Product.

6.3. **Protection Plan.** Acceptance does not affect any assistance that may be available under the Company's Protection Plan.

7. **Product Use and Customer Responsibilities.**

7.1. **Operation of Products.** The Customer is responsible for the safe and lawful operation of the Products. The Customer will ensure that Products are operated only by appropriately trained and qualified personnel and in accordance with applicable laws, the Company's flight manuals and published instructions, and applicable Product specifications.

7.2. **Operating Conditions.** The Customer is responsible for determining whether the Products are appropriate for the Customer's intended use and for evaluating the conditions in which the Products are operated, including weather, airspace, surrounding persons and property, and other conditions that may affect safe operation.

7.3. **Payloads and Integrations.** The Customer is responsible for any payload, attachment, hardware, software, or other product or system not provided by the Company that the Customer uses with or integrates into a Product, including determining whether it is compatible with the Product and appropriate for the intended operation.

7.4. **Modifications.** The Customer will not modify or permit the modification of a Product, including its hardware, software, firmware, source code, programming, or flight controller parameters, except as

authorized by the Company in writing or identified by the Company as an unlocked variant of the Product open to Customer modification.

8. **Protection Plan; Disclaimer of Warranties.**

8.1. **Protection Plan.** Certain Products may be eligible for repair, replacement, or other assistance under the Company's Protection Plan (the "**Protection Plan**"), subject to the terms, conditions, limitations, and exclusions of the Protection Plan. The Protection Plan is incorporated into this Agreement and governs the Company's investigation of Incidents (as defined in the Protection Plan) and any repair, replacement, or other assistance provided in connection with those Incidents. The version of the Protection Plan in effect on the date an Eligible Product (as defined in the Protection Plan) is originally delivered to the Customer will govern that Eligible Product.

8.2. **Disclaimer of Warranties.** EXCEPT FOR THE ASSISTANCE EXPRESSLY PROVIDED UNDER THE PROTECTION PLAN, THE PRODUCTS ARE PROVIDED "AS IS," AND THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9. **Software and Intellectual Property.**

9.1. **Intellectual Property.** The Company retains all right, title, and interest in and to its intellectual property embodied in or relating to the Products, including its designs, technology, software, firmware, documentation, and other proprietary materials. The sale of a Product does not transfer to the Customer any intellectual property rights in the Product except for the limited rights expressly provided in this Agreement.

9.2. **Software and Firmware.** Any software or firmware included in or provided for use with a Product, including any updates provided by the Company, is licensed, not sold, to the Customer solely for use with the applicable Product. The Customer may not separately sell, transfer, sublicense, copy, modify, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of any such software or firmware, except to the extent such restriction is prohibited by applicable law.

10. **Compliance with Laws and Export Controls.**

10.1. **Compliance with Laws.** The Customer is responsible for complying with all laws and regulations applicable to its possession, operation, and use of the Products, including obtaining any licenses, permits, authorizations, or approvals required for the Customer's intended use.

10.2. **Prohibited Uses.** The Customer will not purchase or use any Product for purposes of engaging in terrorism or other unlawful activity or otherwise in violation of applicable law.

10.3. **Export Controls and Sanctions.** The Customer will comply with all applicable U.S. and other export control, economic sanctions, and trade laws and regulations relating to the Products. The Customer will not export, re-export, transfer, release, or otherwise make available any Product, software, technology, or technical data to any country, territory, person, entity, or end user, or for any end use, prohibited or restricted under applicable law, without first obtaining any required authorization.

10.4. **Export-Controlled Products.** Certain Products, including the F-11 Silvus, may be subject to additional export-control restrictions, including the International Traffic in Arms Regulations. The Customer will not export, re-export, transfer, resell, or otherwise provide any such Product, or related controlled technical data, outside the United States or to another person without first obtaining all required governmental authorizations and providing any notice to or obtaining any approval from the Company required in connection with the proposed transfer.

10.5. **Resale.** Unless the Company has authorized the Customer to purchase Products for resale or distribution, the Customer represents that it is purchasing the Products for its own use as the end user. The Customer will notify the Company before reselling or otherwise transferring a Product to another person.

11. **Indemnification.**

11.1. The Customer will indemnify, defend, and hold harmless the Company and its affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claims, actions, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the Customer's or any other person's possession, operation, or use of a Product, or any replacement product provided by the Company, including any resulting bodily injury, death, or damage to property; (b) any misuse of a Product or failure to operate a Product in accordance with this Agreement, applicable law, or the Company's manuals, instructions, or specifications; (c) any modification of a Product or any payload, attachment, hardware, software, or other Product or system used with or integrated into a Product by or on behalf of the Customer; (d) the Customer's breach of this Agreement; or (e) the Customer's negligence, willful misconduct, or violation of applicable law.

12. Limitation of Liability.

12.1. **Excluded Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, USE, OR DATA, ARISING OUT OF OR RELATING TO THE PRODUCTS OR THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF THE COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, ARISING OUT OF OR RELATING TO A PRODUCT OR THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER UNDER THE APPLICABLE QUOTE FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR IF THE CLAIM DOES NOT RELATE TO A PARTICULAR PRODUCT, THE AMOUNT PAID UNDER THE APPLICABLE QUOTE.

12.3. **Third-Party Property.** THE COMPANY WILL NOT BE LIABLE FOR LOSS OF OR DAMAGE TO ANY PAYLOAD, ATTACHMENT, EQUIPMENT, OR OTHER PROPERTY USED WITH, ATTACHED TO, CARRIED BY, OR LOCATED IN OR ON A PRODUCT, EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

12.4. **Scope.** THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Force Majeure.

13.1. **General.** The Company will not be liable for any delay or failure to perform caused by circumstances beyond its reasonable control, including acts of God, natural disasters, fire, flood, war, terrorism, civil unrest, labor disputes, epidemics or pandemics, governmental actions, transportation delays or interruptions, cyberattacks, utility or communications failures, shortages of labor, materials, or components, or delays or failures of suppliers or subcontractors. The Company's time for performance will be extended for the duration of the delay. If any such circumstance materially interferes with the Company's ability to perform an order, the Company may cancel the affected order or portion of the order upon written notice to the Customer and will refund any amounts paid for Products that the Company does not deliver.

13.2. **Supply Allocation.** If the Company's ability to manufacture or deliver Products is limited by a shortage of Products, materials, components, or manufacturing capacity, the Company may allocate its available supply among its customers in a commercially reasonable manner.

14. General Terms.

14.1. **Governing Law; Venue.** This Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws principles. Any legal action or proceeding arising out of or relating to this Agreement will be brought exclusively in the state or federal courts located in Los Angeles County, California, and each party consents to the personal jurisdiction and venue of those courts.

14.2. **CISG.** The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

14.3. **Assignment.** The Customer may not assign or transfer this Agreement, in whole or in part, without the Company's prior written consent. The Company may assign this Agreement without the Customer's consent in connection with a merger, reorganization, sale of substantially all of its assets, or other change of control.

14.4. **Entire Agreement.** The Agreement constitutes the entire agreement between the Company and the Customer concerning its subject matter and supersedes all prior or contemporaneous agreements, communications, and understandings concerning that subject matter. Any amendment or waiver of the Agreement must be in writing and agreed to by the Company and the Customer.

14.5. **Waiver.** A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A waiver will be effective only with respect to the specific instance for which it is given.

14.6. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect.

14.7. **Notice.** Any notice required under this Agreement must be in writing and may be delivered by email, personal delivery, nationally recognized overnight courier, or certified or registered mail. Notices to the Customer may be sent to the contact information provided in the applicable Quote or purchase order, and notices to the Company may be sent to the contact information specified in the Quote.