

GENERAL TERMS AND CONDITIONS

CORVUS DRONES

Reading instruction

These General Terms consist of the following four parts:

Part A: Introduction

this part applies to all Agreements between us.

Part B: Drone Services

this part applies if We provide Drone Services under the Agreement.

Part C: Additional Services

this part applies if We provide Additional Services under the Agreement.

Part D: General

this part applies to all Agreements between Parties.

Please note that depending on the scope of the Agreement between us, Part B or Part C could apply or become applicable if the scope of the Services is expanded and/or amended. We encourage You to save a copy of these General Terms on Your system for future reference.

PART A: INTRODUCTION

1 About Us

- 1.1 We are Corvus Drones B.V. a limited liability company, established in the Netherlands, with Our registered office at Nieuwe Kazernelaan 2-D86, 6711 JC in Ede, the Netherlands and registered with the Dutch Chamber of Commerce under number (**We, Our** or **Us**). Our VAT number is NL860103092B01.
- 1.2 To contact Us please send an e-mail to: info@corvusdrones.com or visit Our website: www.corvusdrones.eu (the **Website**) for more information.

2 Definitions and interpretation

- 2.1 The capitalised definitions used in these General Terms have the meaning as set herein or as set out below:

Additional Fees: the fees owed by You for the Additional Services.

Additional Services: the consultancy, training, project and/or commission services, including its deliverables, provided by Us to You as set out in the Agreement.

Agreement: an agreement between Parties for the provision of Services as concluded in accordance with clause 3.

Confidential Information: means (i) all non-public technical or commercial know-how, trade secrets, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one Party to the other Party and (ii) any other confidential information concerning Our business or Services which You may obtain that would be regarded as confidential by a reasonable businessperson,

including the content of the Agreement.

Consultant: the person named in the Agreement.

Data: the data or information, in whatever form including images, still and moving, and recordings.

Documentation: the documents made available by Us to You regarding the Drone, the Drone Services, including technical documentation regarding the Drone Services and operations manuals and safety instruction of the Drone, which are also to be found on Our Website.

DCC: Dutch Civil Code (*Burgerlijk Wetboek*).

Direct Damages: means (a) the reasonable costs and expenses which You would have to incur to have Our performance fulfil the Agreement, provided that these costs shall not be compensated in case You terminate (*ontbindt*) the Agreement in whole or in part; (b) the reasonable costs and expenses incurred in determining the cause and extent of the damages insofar as such determination relates to damages described under sub (a); and (c) the reasonable costs and expenses incurred in preventing or reducing damages as described under sub (a).

Drone: the unmanned aerial vehicle as detailed in the Agreement or a comparable drone.

Drone Accessories: the optional accessories to the Drone as set out in the Agreement.

Drone Consumables:	the consumables required to use the Drone, including batteries, as detailed in the Agreement.	Tutorials:	the tutorials as placed on the Website from time to time regarding the use of the Drone.
Drone Services:	the services as described in the Agreement.	You:	the legal entity or natural person acting in its trade or profession that purchases the Services as set out in the Order.
Drone Services Fees:	the annual fees owed by You for the Drone Services as set out in the Agreement.		
Fair Use Policy:	the fair use policy regarding the use of the Drone as made available on the Website from time to time.		
Fees:	the Drone Services Fees and the Additional Fees.		
Force Majeure Event:	an event of force majeure within the meaning of article 6:75 of the DCC including, which regarding Our performance includes, (a) any law or any action taken by a government or public authority, such as an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, including without limitation any consequences of Brexit (b) fire, explosion or accident (c) pandemics and diseases and (d) the non-performance by Our suppliers or subcontractors.		
General Terms:	these general terms and conditions of Corvus Drones.		
Intellectual Property Rights:	means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in designs, rights in software, database rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.		
Order:	Your order for the purchase of the Services and/or the Drone Consumables the in writing or placed online on the Website.		
Parties:	We and You collectively, individually also referred to as Party .		
Services:	the Drone Services and the Additional Services.		

- 2.2 Unless expressly stated otherwise in these General Terms:
- a) **written** or in **writing** shall also include electronic communication by e-mail;
 - b) reference to the **Agreement** shall include a reference to the provisions of these General Terms;
 - c) references to **clauses** are to the clauses of these General Terms;
 - d) any terms and dates quoted by Us for delivery or completion are approximates only, and such time of delivery is not a strict deadline (*fatale termijn*); and
 - e) definitions in singular include the plural and, in the plural, include the singular.
- 2.3 In case of discrepancy between a provision in the Agreement (excluding these General Terms) and a provision in the General Terms, the provision in the General Terms shall prevail and be applied.

3 Agreement

- 3.1 The Order constitutes an offer by You to purchase the Services. You are responsible for ensuring that the Order is complete and accurate.
- 3.2 In case the Order is placed in writing, the Order shall be deemed to be accepted when We issue a written acceptance of the Order, at which point the Agreement shall come into existence.
- 3.3 In case the Order is placed by means of the Website, You will receive an automated email from Us acknowledging that the Order was received. Acceptance of the Order shall take place when We confirm the Order in writing, at which point the Agreement shall come into existence.
- 3.4 The applicability of articles 7:404, 7:407 section 2 and, 7:408 section 1 of the DCC to the Agreement is expressly excluded.
- 3.5 Any samples or advertising produced by Us and any descriptions or illustrations contained in Our communication are produced for the sole purpose of giving an approximate idea of the Services and its deliverables referred to in them and shall not form part of the Agreement. You can derive no rights from these samples or advertisement.

4 Services

- 4.1 We perform all Services based on an obligation to provide best endeavours (*inspanningverbintenis*) in accordance with the Documentation.
- 4.2 You shall:
- a) co-operate with Us in all matters relating to the Services;

- b) provide in a timely manner such information as We may request and ensure that such information is accurate in all material respects; and
 - c) obtain and maintain all necessary permits which may be required for the Services before the date on which the Services are to start.
- 4.3 If the performance of Our obligations under the Agreement is prevented or delayed by any of Your acts, We shall have the right to suspend performance of the Services until You remedy this default (*niet-nakoming*).

5 Changes

- 5.1 If either Party wishes to change the scope of the Services, it shall submit details of the requested change to the other Party in writing.
- 5.2 If either Party requests a change to the scope or execution of the Services, We shall within a reasonable time provide a written estimate to You of:
- a) the likely time required to implement the change;
 - b) any variations to Our Fees arising from the change;
 - c) the likely effect of the change on the Services; and
 - d) any other material impact of the change on the terms of the Agreement.
- 5.3 If You wish Us to proceed with the change, We have no obligation to do so unless and until Parties have agreed in writing on the necessary variations to the Fees and any other relevant terms of the Agreement to take account of the change.

PART B: DRONE SERVICES

6 Drone

- 6.1 For the purpose of this Part B of the General Terms any reference to **Drone** shall, if applicable, include any Drone Accessory as set out in the Agreement, but shall exclude any Drone Consumable.
- 6.2 In order for You to receive the Drone Services, We shall provide You with the Drone on the basis of loan for use (*bruikleen*) for the duration of the Agreement for the provision of Drone Services.
- 6.3 We shall provide You with the Drone which is in good condition at the time it is made available to You.
- 6.4 You shall:
- a) administer, use and maintain the Drone with due care and diligence;
 - b) use the Drone only for the purpose of receiving the Services and in accordance with the Fair Use Policy;
 - c) ensure that every person that uses the Drone has read the Documentation and has completed the Tutorials; and
 - d) only use personnel or other users, who are suitably skilled and experienced to use and/or maintain the Drone.
- 6.5 The Drone and any Intellectual Property Rights in it shall remain Our property. No rights in respect of the Drone are granted to You other than those expressly stated in the Agreement.

- 6.6 You shall indemnify and hold Us harmless from any and all third-party claims awarded against and/or damages incurred by Us as a result of or in connection with Your breach of clause 6.4.

7 Drone Consumables

- 7.1 The Drone Consumables are sold to You by Us. Unless otherwise agreed in the Agreement, We will provide You with the Drone Consumable upon receiving full payment by You.
- 7.2 The risk in the Drone Consumables shall pass to You on completion of delivery and the ownership of the Drone Consumables shall pass to You upon receiving full payment.
- 7.3 We warrant that on delivery and for a period of three months of delivery the Drone Consumable, the Drone Consumable shall conform in all material respects with their description and be free from material defects in materials and design and be fit for any purpose held out by Us.
- 7.4 Subject to clause 7.5, if:
- a) You give notice in writing to Us during the warranty period within a reasonable time of discovery that the Drone Consumable does not comply with the warranty set out in clause 7.3;
 - b) We are given a reasonable opportunity of examining such Drone Consumable; and
 - c) You (if asked to do so by Us) return such Drone Consumable to the Our place of business at the Your cost;
- We, as Our sole obligation and as Your sole remedy, shall at Our option repair or replace the defective Drone Consumable or refund the price of the defective Drone Consumable in full.
- 7.5 We shall not be liable for the Drone Consumables' failure to comply with the warranty set out in clause 7.3 or otherwise, if:
- a) the defect arises because You failed to follow the instructions as to the storage, commissioning, installation, use and maintenance of the Drone Consumable in accordance with the Documentation or (if there are none) good trade practice;
 - b) modifications, alterations, or repairs to the Drone Consumables by You or a third party without Our written consent;
 - c) misuse, improper use, accident, use beyond rated capacities or abnormal working conditions set out in the Agreement (expressly including the Fair Use Policy); or
 - d) the defect arises as a result of normal wear and tear.

8 Defects

- 8.1 The Drone shall conform to the product specification in all material respects and shall be suitable for receiving the Drone Services in accordance with the Agreement.
- 8.2 With the exception of any Drone Consumable (to which clause 7 applies), We shall repair or replace defects to the Drone or a part thereof free of charge which makes the

Drone not conform to clause 8.1., except for defects that results from:

- a) misuse, improper use, accident, use beyond rated capacities or abnormal working conditions set out in the Agreement (expressly including the Fair Use Policy) by or on behalf of You;
 - b) lack of maintenance, improper maintenance or maintenance that is not in accordance with the Documentation; and
 - c) modifications, alterations, or repairs by You or a third party without Our written consent.
- 8.3 We reserve the right to charge You for replacements or repairs due to defects caused by the exceptions set out in clause 8.2.

9 Drone Services

- 9.1 Subject to payment of the Drone Services Fees, We will send You the Drone and provide the Drone Services to You as set out in the Agreement.
- 9.2 The Drone Services provided under this clause 9 are granted to You only and shall not be considered granted to any of Your subsidiaries or holding companies.

10 User restrictions

- 10.1 Unless expressly agreed otherwise in the Agreement, You shall not:
- a) access all or any part of the Drone in order to build a product or service which competes with the Services;
 - b) use the Drone Services to provide services and/or products to third parties;
 - c) license, sell, rent, lease, transfer, assign, (re)distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Drone Services available to any third party; or
 - d) attempt to obtain, or assist third parties in obtaining, access to the Drone Services, other than as provided under the Agreement.
- 10.2 You acknowledge that violation of an agreed user restrictions in the Agreement constitutes both a breach of contract of the Agreement and an infringement of Our Intellectual Property Rights.
- 10.3 We reserve the right, without liability or prejudice to Our other rights to You, to disable Your access to any part of the Drone Services that breaches the provisions of the Agreement.
- 10.4 You shall be responsible for the instruction to and use by Your users of the Drone Services and the applicable restrictions, regardless of whether these users are in an authority relationship (*gezagsverhouding*) with You.
- 10.5 You shall:
- a) permit Us to remotely audit the Drone Services in order to establish compliance with the Agreement; and
 - b) if any of the audits referred to in sub a) reveal that You has underpaid Drone Services Fees to Us, then without prejudice to Our other rights, pay Us an amount equal to such underpayment as calculated in accordance

with the Drone Services Fees set out the Agreement within ten days of the date of the relevant audit.

11 Drone Services Fees and payment

- 11.1 You shall pay the Drone Services Fees as agreed in the Agreement.
- 11.2 Unless otherwise agreed in the Agreement, We shall invoice the Drone Services Fees to You in advance.
- 11.3 You shall pay each invoice submitted to You in full within fourteen days of receipt, without any set-off, counterclaim, deduction or withholding. This payment term is considered a strict deadline (*fatale termijn*).
- 11.4 We may increase the Drone Services Fees as from each anniversary of the date of the Agreement inter alia on the basis of indexation. Any increase shall be notified to You at least one month before such anniversary.
- 11.5 All Drone Services Fees payable to Us under the Agreement shall become due immediately on expiration or termination of the Agreement, for whatever reason.

12 Term and termination for convenience

- 12.1 The Agreement for the provision of Drone Services shall have the duration as set out in the Agreement, after which it will automatically extend for subsequent periods of twelve months, unless terminated for convenience (*opgezegd*) by either Party subject to a three months' written notice before the end of the initial term or any extension thereof.
- 12.2 For the avoidance of doubt, it is noted that Your right to terminate the Agreement in the interim (*tussentijds opzeggen*) is excluded and therefore You have no right to restitution of paid Drone Services Fees.
- 12.3 On termination of the Agreement for Drone Services for whatever reason:
- a) You shall immediately pay Our unpaid invoices in respect of Drone Services supplied;
 - b) We shall submit an invoice for the supplied Drone Services which are not yet invoiced, which shall be payable by You immediately on receipt;
 - c) You shall forthwith return all the Drone in accordance with Our instructions;
 - d) You shall forthwith return, or at Our instruction, permanently erase the Confidential Information;
 - e) Your licence under clause 13.4 shall automatically end; and
 - f) Our accrued rights and remedies as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

PART C: ADDITIONAL SERVICES

13 Additional Services

- 13.1 We shall provide you with the Additional Services, either remotely or on premise, on the terms of the Agreement.

13.2 We shall strive for having the same Consultant perform the Additional Services throughout the Agreement but may at its sole discretion replace the Consultant from time to time where reasonably necessary in the interests of Our business.

13.3 The Agreement for the Additional Services shall end by completion (*volbrenging*).

13.4 We grant You a non-exclusive, non-transferrable licence to use the deliverables of the Additional Services for the duration You have an Agreement in place with Us for Drone Services.

14 Additional Fees and payment

Time-and-material basis

14.1 In case the Additional Services are provided on a time-and-materials basis:

- a) the Additional Fees payable shall be calculated in accordance with Our standard daily fee rates from time to time and calculation method as set out in the Agreement;
- b) We shall ensure that the Consultant completes time sheets recording time spent on the Additional Services, and We shall use such time sheets to calculate the Additional Fees covered by each monthly invoice referred to below;
- c) We shall invoice You monthly in arrears for Our Additional Fees for time, expenses, and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 14.1; and
- d) each invoice shall set out the time spent by the Consultant and provide a detailed breakdown of any expenses and materials.

14.2 Unless expressly agreed otherwise in the Agreement, any quotation or cost indication provided by Us for Additional Services which are provided on a time-and-material basis, are only indicative. The Additional Fees shall be calculated on the actual hours spent.

Fixed basis

14.3 In case the Additional Services are provided for a fixed price basis:

- a) the total Additional Fees shall be the amount set out in the Agreement; and
- b) the total Additional Fees shall be paid to Us in instalments as set out in the Agreement.

14.4 Unless expressly agreed otherwise in the Agreement, any fixed Additional Fees contained in the Agreement excludes the cost of hotel, subsistence, travelling and any other ancillary expenses. We shall invoice such expenses shall separately to You.

General

14.5 Unless expressly stated otherwise in the Agreement, all Additional Fees and expenses are exclusive of VAT.

14.6 You shall pay each invoice submitted to You in full within thirty days of receipt, without any set-off, counterclaim, deduction or withholding. This payment term is considered a strict deadline (*fatale termijn*).

14.7 All Additional Fees payable to Us under the Agreement shall become due immediately on expiration or termination of the Agreement, for whatever reason.

PART D: GENERAL

15 Ownership of Data

15.1 The Data shall be Your property. You will provide Us with a non-exclusive, irrevocable, sublicensable, royalty free and worldwide licence to use the Data, in whatever form, (i) to provide Services to You and (ii) for other purposes including to generally enhance and/or improve our products and services to customers. To the extent such Data contain Your Confidential Information, clause 18 shall apply provided that We may continue to use such Data on an anonymous basis.

15.2 We reserve the right to provide services comparable to the Drone Services to any other person.

16 Termination for cause

16.1 Each Party has the right to terminate the Agreement for cause (*ontbinden*), in whole or in part, by giving written notice with immediate effect if any of the following events occurs:

- a) the other Party commits a breach of an essential obligation under the Agreement, which includes clauses 10, 11.3 and 14.6, if the breach is capable of remedy and notice is required, fails to remedy the breach within thirty days of a written notice of default; or
- b) any successful action or proceedings under any bankruptcy or insolvency law are taken against the other Party, either initiated by the Party itself or by a third party.

16.2 The applicability of articles 6:271 and 6:272 of the DCC is expressly excluded, meaning that the obligations received under the Agreement cannot be revoked (*prestaties die reeds zijn ontvangen, zijn geen voorwerp van ongedaanmaking*).

16.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

17 Limitation of liability

17.1 Subject to the remainder of this clause 17, Our total liability to You whether based on breach of contract of the Agreement, wrongful act, tort or otherwise (including any warranty or indemnification obligation (if any) and any strict liability) shall be for Direct Damages only and shall not exceed the Drone Services Fees (exclusive of VAT) paid to Us during the twelve months preceding the (first) event that gave rise to liability. A series of connected events shall be considered one single event.

17.2 Except in case of damages caused by intent (*opzet*) or wilful recklessness (*bewuste roekeloosheid*) of Us or Our

managerial staff (*bedrijfsleiding*), Our liability for other damages than Direct Damages is expressly excluded.

17.3 All Your rights towards and claims on Us shall lapse (*vervallen*) within one year after the day You could have invoked such right or became, or should have become, known with said claim.

17.4 All exclusions and limitations of Our liability in the Agreement shall also apply for the benefit of any person who We engage in the performance of the Agreement.

18 Confidential Information

18.1 The receiving Party of Confidential Information shall keep the Confidential Information disclosed to it confidential and, except with the prior written consent of the disclosing Party, shall not, and shall take reasonable steps to ensure that its representatives shall not:

- a) use or exploit the Confidential Information for other purposes than expressly permitted by the Agreement;
- b) disclose or make available such Confidential Information in whole or in part to any third party, except as expressly permitted by the Agreement; or
- c) copy or otherwise record the Confidential Information, except as necessary for the purpose of the Agreement.

18.2 Confidential Information shall not include any information that:

- a) is, or becomes, generally available to the public (other than as a result of disclosure by the receiving Party in breach of the Agreement);
- b) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party, or otherwise prohibited from disclosing the information to receiving Party;
- c) Parties agree in writing is not confidential or may be disclosed; or
- d) is developed by or for the receiving Party, independently of the information disclosed by the disclosing Party.

18.3 The receiving Party may disclose the disclosing Party's Confidential Information:

- a) to those of its employees and representatives who need to know the Confidential Information for the purpose of the Agreement; or
- b) to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

19 Data Protection

19.1 Parties shall comply with the of the General Data Protection Regulation (EU 2016/679) (**GDPR**) and any applicable implementing law thereof.

19.2 If and to the extent that We process personal data (as defined in the GDPR) on Your behalf, Parties shall enter into the separate data processing agreement in Our template.

19.3 For further information on the processing of personal data by us, We refer to the privacy policy on Our Website.

20 Miscellaneous

20.1 Subject to clause 20.5, any amendment to the Agreement (or of any of the documents forming a part of it) is not valid unless it is in writing and signed by or on behalf of each Party.

20.2 We have the right to assign the Agreement, or its rights and obligations thereunder, in whole or in part, at any time to a third party. You hereby grant Your approval in advance for an assignment of the Agreement (*contractsoverneming*) by Us to a third party.

20.3 The Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of the Agreement (save for any additional Agreement for Services).

20.4 If any provision of the Agreement or part thereof is rendered void, invalid or unenforceable by any legislation to which it is subject, it shall be rendered void, invalid or unenforceable to that extent solely and it shall in no way affect or prejudice the enforceability of the remainder of the Agreement. Parties shall replace the void, invalid or unenforceable provision with a valid provision, the effect of which shall be as close as possible to the intended effect of the void, invalid or unenforceable provision.

20.5 We have the right to amend these General Terms unilaterally by notifying You in writing. The amended version of the General Terms shall apply upon Your receipt of the notice, or any other time as indicated by Us in writing.

21 Governing law and jurisdiction

21.1 The Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

21.2 Parties shall strive to settle disputes through mutual consultation and shall try to resolve any problems in an amicable manner. In this respect We also refer to the complaint procedure on Our Website.

21.3 All disputes arising out or in connection with the Agreement shall be exclusively settled by the competent court in Arnhem, the Netherlands.