

Dronelink Customer Terms of Service

Last Updated: July 6, 2019

These Customer Terms of Service (these “**Customer Terms**”) are provided by Dronelink LLC (“**Dronelink**”) to describe the rights and responsibilities of Customer when accessing and using Dronelink's online software application offered via Dronelink's website, located at <https://dronelink.com>, and any associated websites linked to <https://dronelink.com> by Dronelink (including, without limitation, any linked API URLs) (collectively, the “**Site**”) or via any online or downloadable software application referencing these Customer Terms (collectively, the “**Application**”), and the services Dronelink provides via the Application (collectively, the Site, the Application and such services, the “**Service**”).

These Customer Terms, together with Dronelink [User Terms](#), Dronelink's [Acceptable Use Policy](#), Dronelink's [Privacy Policy](#), any Order Forms, each of which is hereby incorporated into these Customer Terms by reference, form a binding agreement between Dronelink and Customer (collectively, the “**Agreement**”). If any terms in the Customer-Specific Terms provided as [Exhibit B](#) to these Customer Terms (the “**Customer-Specific Terms**”) apply to Customer (e.g., if Customer is a U.S. government entity), those terms are also incorporated into the Agreement by reference.

Dronelink and Customer may be referred to herein, individually, as a “**Party**” and, together, as the “**Parties**.” Capitalized terms used herein will have the respective meanings given to such terms in [Exhibit A](#) to these Customer Terms.

PLEASE READ THESE CUSTOMER TERMS CAREFULLY. BY REGISTERING FOR A DRONELINK CUSTOMER ACCOUNT (“**CUSTOMER ACCOUNT**”) OR OTHERWISE BY ACCESSING OR USING THE SERVICE, YOU ARE AGREEING TO ENTER INTO THESE CUSTOMER TERMS ON BEHALF OF YOURSELF INDIVIDUALLY OR ON BEHALF OF THE ORGANIZATION IDENTIFIED AS “CUSTOMER” AT THE ACCOUNT REGISTRATION STAGE, AS APPLICABLE (“**CUSTOMER**”), AND YOU HEREBY REPRESENT AND WARRANT TO DRONELINK THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE CUSTOMER TERMS, AND (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH DRONELINK. FURTHER, IF YOU ARE ENTERING INTO THESE CUSTOMER TERMS ON BEHALF OF AN ORGANIZATION AS CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO DRONELINK THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE CUSTOMER TERMS ON BEHALF OF SUCH ORGANIZATION AND TO BIND SUCH ORGANIZATION TO ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL WHO IS REGISTERING FOR THE CUSTOMER ACCOUNT, THEREBY ACCEPTING THESE CUSTOMER TERMS ON BEHALF OF CUSTOMER. **IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THESE CUSTOMER TERMS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICE.**

1. **Account Admin; Customer Account.**

- a. [Account Admin](#). The individual who registers for the Customer Account is an Authorized User with administrative access to the Customer Account (an “**Account Admin**”).
- b. [Customer Information](#). Customer hereby represents that, at all times, the information provided when registering for the Customer Account (“**Customer Information**”) is accurate, complete and up to date, and will be maintained as such. Customer may at any time change, correct or remove from the Customer Account any Customer Information, either directly via Service or by contacting Dronelink at support@dronelink.com.
- c. [Customer Account Security](#). Customer is exclusively responsible for maintaining the confidentiality of the username, password and any other access credentials for the

Customer Account (collectively, the “**Customer Access Credentials**”). Customer is further responsible for all activities of Authorized Users that occur within any part of the Service when accessed using the Customer Access Credentials. Customer will not share, let others access or use, or do anything else that might jeopardize the security of the Customer Access Credentials. In the event that any of the Customer Access Credentials is lost or stolen or Customer becomes aware of any unauthorized use of the Customer Access Credentials, or of any other breach of security in relation to the Service, Customer agrees to notify Dronelink immediately.

2. **Authorized Users; User Accounts.**

- a. Authorized Users. Customer acknowledges that, by default, any individual that has accepted a team invitation is an Authorized User and will have the ability to create a User Account under the Customer Account; provided, however, that Customer may, at any time, update its account settings to limit Authorized Users in accordance with any alternative authorization method then available in the account settings option.
- b. User Accounts. In order to access the Service, each Authorized User will be required to first register, via the Service, for a user account (each a “**User Account**”) and agree to the User Terms. Customer acknowledges that the Service is not intended for and should not be used by anyone under the age of sixteen (16). Customer must therefore ensure that all Authorized Users are at least sixteen (16) years of age.
- c. Responsibility for Compliance by Authorized Users. Customer will inform all Authorized Users of any Customer policies and practices relevant to their use of the Service and will ensure all Authorized Users' compliance with the Agreement, including but not limited to the User Terms and Dronelink's Acceptable Use Policy. Customer is responsible and liable for any and all access to and use of the Service and Documentation by Authorized Users, whether directly or indirectly, intentionally or unintentionally, and whether such access or use is permitted by or in violation the Agreement. Without limiting the generality of the foregoing, Customer is responsible for any act or omission of an Authorized User that would constitute a breach of any provision of the Agreement if such act or omission, if done by Customer, would be deemed a breach of the Agreement by Customer.
- d. Corrective Action and Notice. If Customer becomes aware of any actual, threatened or suspected activity of an Authorized User that is in violation of the Agreement, Customer will, and will cause its Authorized Users to, immediately (i) notify Dronelink of such activity, and (ii) take all reasonable and lawful measures within their respective control that may be necessary to stop such activity and to mitigate its effects.

3. **Access; Use.**

- a. Access to and Use of the Service. Subject to Customer's payment of all Fees due hereunder (if any) and Customer's compliance with all terms of the Agreement, Dronelink hereby grants Customer the right to access and use the Service, and to grant Authorized Users the right to access and use the Service, in each case in accordance with the Agreement. Except for the foregoing limited rights, Customer is granted no other rights in or to any part of the Service.
- b. Access to and Use of the Documentation. Subject to Customer's payment of all Fees due hereunder (if any) and Customer's compliance with all terms of the Agreement, Dronelink hereby grants to Customer a limited, non-exclusive, non-sublicensable (other than to Authorized Users), non-transferable license to use and reproduce the Documentation during the Term solely for Customer's individual or internal business purposes in connection with its use of the Service.

- c. Restrictions on Use. Customer will not, and will not permit any Authorized User or third party to, use the Service or the Documentation for any purpose beyond the scope of rights granted to Customer under Section 3(a) or Section 3(b), respectively. Without limiting the generality of the foregoing, except as may be expressly permitted by the Agreement, Customer will not, will not permit any Authorized User or third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of any part of the Service; (ii) copy, modify, translate or create derivative works of the Service or Documentation, in whole or in part; (iii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available to third parties the Service or the Documentation, in whole or in part; (iv) use the Service for timesharing purposes or otherwise for the benefit of any party other than Customer; (v) remove any proprietary notices from the Documentation; (vi) interfere with or disrupt the integrity or performance of the Service; (vii) introduce any open-source software into the Service; (viii) attempt to gain unauthorized access to the Service or their related systems or networks; (ix) use the Service or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable law; (x) use the Service or Documentation in any manner for purposes of competitive analysis of the Service or the Documentation in connection with the development, provision or use of a competing service or product, or for any other purpose that might be to Dronelink's detriment or commercial disadvantage; or (xii) attempt to do any of the foregoing. Any breach of this Section 3(c) will entitle Dronelink to immediately terminate the Agreement for cause pursuant to Section 17(b)(ii).

4. **Subscriptions.**

- a. Subscription Term; Subscription Periods. The term of any Subscription purchased by Customer (the "**Subscription Term**") will begin on the date Customer purchased such Subscription and will continue until the last day of any Subscription Period during which Customer provided a cancellation notice to Dronelink in accordance with Section 4(c). Each recurring period of any Subscription Term (e.g., monthly, annually), as stated on the applicable Order Form (each a "**Subscription Period**") will begin on the date Customer purchased the Subscription and will automatically renew on the same day of each subsequent period; provided, however, that, if there is no corresponding day within any such period, the subsequent Subscription Period (and only such subsequent Subscription Period) will begin on the first day of the following month. For example, if Customer purchases a monthly recurring Subscription on January 31, each subsequent Subscription Period will begin on the 31st day of each subsequent month for months with 31 days, but for months with less than 30 days, the subsequent Subscription Period will begin on the first day of the following month (e.g., each Subscription Period would begin on January 31, March 1, March 31, May 1, May 31, July 1, July 31, August 31, October 1, October 31, December 1, and December 31).
- b. Upgrades. Customer may upgrade an active Subscription at any time during the Subscription Term (each an "**Upgrade**") by providing advance notice to Dronelink via e-mail at support@dronelink.com or by any other method provided by Dronelink. Unless otherwise agreed upon between Dronelink and Customer, effective immediately upon receipt of such notice by Dronelink, the Subscription Term for Customer's previous Subscription level will immediately terminate and a new Subscription Term for the Upgraded Subscription level will immediately commence. Any pre-paid Fees for any

portion of final Billing Period of such terminated Subscription remaining upon such termination will be credited toward the Fees due for the Upgraded Subscription.

- c. Cancelations. Customer may cancel any Subscription by providing advance notice to Dronelink via e-mail at support@dronelink.com or by any other method agreed to by Dronelink, and such cancellation will become effective as of the date such notice is received by Dronelink. In no event will cancellation of a Subscription entitle Customer to any refund of Fees paid in advance for the then-current Subscription Period or relieve Customer of the obligation to pay any past-due Fees owed in connection with such Subscription, and Dronelink will have the right to continue to charge, or have charged by its third-party payment processor, Customer's stored payment method or otherwise invoice Customer for any such past-due Fees or any Fees owed for the remainder of any Subscription Period canceled prior to its expiration.

5. **Service Suspensions.**

- a. Right to Suspend. Notwithstanding anything to the contrary in the Agreement, Dronelink reserves the right to temporarily suspend Customer's and any Authorized User's access to the any portion or all of the Service (a "**Service Suspension**") if Dronelink reasonably determines that (i) any Authorized User's use of the Service is in violation of the Agreement; (ii) there is a threat or attack on the Service or any other Dronelink Technology; (iii) Customer's or any Authorized User's use of the Service disrupts or poses a security risk to the Service or any other Dronelink Technology or to the rights or property of any other customer or vendor of Dronelink; (iv) any Authorized User is using the Service or any other Dronelink Technology for fraudulent or illegal activities; (v) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (vi) Dronelink's provision of the Service to Customer or any Authorized User is prohibited by applicable law; or (vii) any vendor of Dronelink has suspended or terminated Dronelink's access to or use of any Third-Party Services required to enable Dronelink to provide the Service; or (viii) Customer is delinquent in its payment of Fees, as set forth in Section 8(c).
- b. Notice of Suspension. Dronelink will use commercially reasonable efforts to contact Customer prior to or contemporaneously with any Service Suspension; provided, however, that Dronelink's exercise of its rights under Section 5(a) is not conditioned upon Customer's receipt of any such notification.
- c. Resumption of Service. Following any Service Suspension, Dronelink will use commercially reasonable efforts to reinstate access to the Service as soon as reasonably possible following any determination by Dronelink, in its sole discretion, that the event giving rise to such Service Suspension is cured. Dronelink will use commercially reasonable efforts to promptly update Customer regarding any such resumption of access.
- d. Right to Terminate. In the event of repeated Service Suspensions, regardless of the same or different cause or whether the cause is ultimately cured, Dronelink may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach of the Agreement, and Dronelink will have the right to immediately terminate the applicable User Account or the Agreement in its entirety pursuant to Section 17(b)(ii), without incurring any liability to Customer or such Authorized User therefor.

- e. Disclaimer of Liability; Reservation of Rights. Notwithstanding anything to the contrary in the Agreement, (i) Dronelink will not be liable to Customer, any Authorized User or any other third party for any damage, liabilities, losses (including but not limited to any loss of Customer Data or any other data or information or loss of profits) or any other consequences that Customer, any Authorized User or any third party may incur, directly or indirectly, as a result of a Service Suspension; and (ii) any Service Suspension is in addition to any other remedies that Dronelink may have under the Agreement or otherwise, including but not limited to termination of the Agreement for cause.
6. **Repositories; Mission Plans; Mission Components.**
 - a. Repositories; Repository Data. Customer acknowledges that any Authorized User may create one or more repositories via the Service (each a “**Repository**”). The Authorized User who created such Repository (the “**Repository Owner**”) must provide certain Repository-specific data and other information at the Repository creation stage (the “**Repository Data**”) in order to create any Mission Plans or Mission Components in connection with such Repository.
 7. **Customer**
 - a. Responsibility for Customer Data. Except as set forth in Section 7(c), Customer is exclusively responsible for all Customer Data (including, but not limited to, the User-Generated Content), including with respect to its use, accuracy, quality, and reliability. Customer will comply at all times, and with respect to User-Generated Content will ensure that Authorized Users comply at all times, with all terms of the Agreement applicable to Customer Data, including but not limited to this Section 7. **Nothing in the Agreement requires Dronelink to verify, authenticate, monitor, police or remove any Customer Data.**
 - b. Data Backup. The Service does not replace the need for Customer to maintain regular data backups or redundant data archives of the Customer Data. Dronelink will have no obligation to store, backup, archive or otherwise maintain any Customer Data. Dronelink hereby disclaims any and all liability to Customer or any third party for any LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.
 - c. Data Security. Dronelink will maintain administrative, physical, and technical safeguards, at a level no less protective than those customary in the industry, including but limited to measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by Dronelink personnel. Before sharing Customer Data with any third-party service provider, Dronelink will ensure that such third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of, and preventing unauthorized access to, such Customer Data. Dronelink has no responsibility to maintain the security or protection of any Customer Data when not in Dronelink's possession or control.
 - d. Prohibited Content. Customer acknowledges that the Service is not designed with security and access management for processing the following categories of information: (i) any personal information that imposes specific data security obligations on the processor of such data, including any “nonpublic personal information” as defined under the Gramm-Leach-Bliley Act, “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996, and other similar information, however described, as defined under applicable law; (ii) data that is classified and/or used on the United States Munitions list, including software and technical data; (iii) articles, services, and related technical data designated as defense articles or defense

services; and (iv) ITAR (International Traffic in Arms Regulations) related data (each of the foregoing, "**Prohibited Content**"). Customer will not, and will not permit any Authorized User or other person or entity to Dronelink provide any Prohibited Content to, whether directly or via the Service. Customer is solely responsible for reviewing all Customer Data and will ensure that no Customer Data constitutes or contains any Prohibited Content.

- e. Privacy Policy. All Customer Data is subject to Dronelink's [Privacy Policy](#). Customer hereby consents to all actions taken by Dronelink with respect to the Customer Data in compliance with the [Privacy Policy](#).

8. **Fees; Payment Terms.**

- a. Fees. Customer agrees to pay Dronelink, without offset or deduction, any and all fees due for Subscriptions ("**Fees**"), as further set forth in this [Section 8](#). Customer will pay all Fees in the manner indicated on the Order Form, subject to Dronelink's approval where specified (e.g., with respect to invoicing).
- b. Invoicing. If Dronelink has approved Customer's request to be invoiced for Fees due, Dronelink will invoice Customer as follows: (i) for Subscriptions, upon the initial purchase of the Subscription and then on the first day of the next Subscription Period. All invoices will become immediately payable upon receipt, and Customer will pay each invoice within thirty (30) days following receipt.
- c. Late Payments. If Customer fails to pay when due any amount owed to Dronelink hereunder, without limiting Dronelink's other rights and remedies, (i) Dronelink may charge interest on the past due amount at the rate of one and one half percent (1.5%) per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer will reimburse Dronelink for all reasonable costs incurred by Dronelink in collecting any late payments or interest, including reasonable attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Dronelink may impose a Service Suspension until such amounts are paid in full, as further set forth in [Section 5\(a\)](#), without incurring any liability to Customer.
- d. Subscription Billing Periods. Customer will be billed for Fees due for an active Subscription on a recurring basis. Each recurring billing period of any Subscription Period (e.g., monthly, annually), as stated on the applicable Order Form (each a "**Billing Period**") will begin on the date Customer purchased the Subscription and will automatically recur on the same day of each subsequent period; provided, however, that, if there is no corresponding day within any such subsequent period, the subsequent Billing Period (and only such subsequent Billing Period) will begin on the first day of the following month. For example, if Customer purchases an annual recurring Subscription on January 31, 2019, and is billed the Fees on a monthly basis, each Billing Period will begin on the 31st day of each subsequent month for months with 31 days, but for months with less than 30 days, the subsequent Billing Period will begin on the first day of the following month (e.g., the Fees would be billed on January 31, March 1, March 31, May 1, May 31, July 1, July 31, August 31, October 1, October 31, December 1, and December 31).
- e. Automatic Payments. If Customer has authorized automatic payments for payment of Fees due, Customer is responsible for providing Dronelink with complete, accurate, and up-to-date payment, billing and contact information and will promptly notify Dronelink of any changes to such information during the Term. Automatic payments will be processed as follows: (i) for Subscriptions, upon the initial purchase of the Subscription and then on the first day of each subsequent Billing Period during the Subscription Term. Customer

hereby authorizes Dronelink to charge, or to authorize (on Customer's behalf) any third-party payment processor to charge such credit card for any and all Fees due, upon the date such Fees become due and payable under the Agreement. If Customer's credit card provided for automatic payments is declined for any reason when attempted to be processed, Dronelink reserves the right, in its sole discretion, to suspend Customer access to the Service, without incurring any liability to Customer, until such Fees are paid in full.

- f. Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Dronelink's income.
9. **Third-Party Services; Third-Party Links.**
- a. Third-Party Services. The Service includes and makes use of certain functionality and services provided by third parties that allow Dronelink to enhance the Service, including but not limited to the incorporation within the Service of maps, geocoding, places and other content from third parties (collectively, the "**Third-Party Services**"). Customer's use of any Third-Party Services is subject to the applicable third party's then-current terms and conditions. By using any such Third-Party Services, Customer acknowledges that it may be agreeing to be bound by such third-party terms and conditions.
 - b. Third-Party Sites. The Service may include certain external links to websites owned or operated by third parties (collectively, "**Third-Party Sites**"). Customer may be provided the ability, via the Service and its Authorized Users, to interact or conduct transactions with such Third-Party Sites, and, if applicable, to configure any privacy settings within such Authorized User's account with any such Third-Party Site to permit such Authorized User's activities via the Service to be shared with any contacts stored in such Third-Party Site account. In certain situations, an Authorized User may be transferred to a Third-Party Site via a link provided via the Service but it may appear that the Authorized User is still within the Service. Customer acknowledges and agrees that the Third-Party Sites may have different privacy policies, terms and conditions and/or user guides and business practices than Dronelink, and further acknowledges and agrees that all Authorized Users' use of Third-Party Sites is governed by the respective Third-Party Site's privacy policy and terms and conditions. Customer hereby agrees to comply with, and to ensure all Authorized Users' compliance with, all privacy policies and terms and conditions applicable to access to and use of any such Third-Party Sites. Dronelink is providing links to the Third-Party Sites to Customer as a convenience, and Dronelink does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites.
 - c. Disclaimer. CUSTOMER AGREES THAT DRONELINK WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES OR THIRD-PARTY SERVICES, OR ANY DEALINGS OR COMMUNICATIONS WITH THIRD PARTIES VIA THE SERVICE, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH CUSTOMER'S USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF THE THIRD-PARTY OWNER OR OPERATOR OF

ANY SUCH THIRD-PARTY SITE OR THIRD-PARTY SERVICE. Any reference made by Dronelink via the Service regarding any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply Dronelink's endorsement or recommendation thereof.

10. Technical Support.

- a. Subject to the Agreement, Dronelink will use commercially reasonable efforts to respond to Customer requests for assistance with any technical issues encountered when accessing or using the Service and to remedy such issues. Customer acknowledges, however, that Dronelink has no obligation to provide support or assistance to Customer with respect to any such inquiry or request that relates to any subject matter other than unavailability of the Service, errors in functionality of the Service, or other purely technical issues.

11. Confidentiality.

- a. Confidential Information Defined. From time to time during the Term, either Party (the "**Disclosing Party**") may disclose or otherwise make available to the other Party (the "**Receiving Party**") certain information that would reasonably be understood to be confidential given the nature of such information or the circumstances surrounding its disclosure about its business affairs, products, technology, trade secrets, third-party confidential information, and any other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form of media in written or electronic form, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that (i) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party, as demonstrated by the Receiving Party's records in existence at the time of such development.
- b. Nondisclosure and Nonuse. The Receiving Party will not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's affiliates and such Party's and its affiliates' employees, agents or representatives who have a need to know such Confidential Information, and will use the Confidential Information of the Disclosing Party only as and to the extent necessary for the Receiving Party to exercise its rights or perform its obligations hereunder. Each Party's obligations of non-disclosure and nonuse with regard to Confidential Information hereunder are effective as of the date of first disclosure to either Party of any Confidential Information of the other Party, whether prior to or during the Term, and will expire five (5) years from the date first disclosed to the Receiving Party; provided, however, that, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
- c. Compelled Disclosures. Notwithstanding anything to the contrary in Section 11(b), each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable

effort to obtain a protective order; or (ii) to establish a Party's rights under the Agreement, including to make required court filings.

12. Proprietary Rights.

- a. Trademarks. Any and all Marks shown on the Service or Documentation are protected under Intellectual Property Rights of Dronelink or of the respective owners of such Marks.
- b. Copyrighted Material. Unless otherwise specified in the Agreement, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Dronelink, Copyright © Dronelink LLC. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law or otherwise permitted under the Agreement, any reproduction, distribution, modification, retransmission, or publication of any such copyrighted material is strictly prohibited.
- c. Dronelink Technology. Customer acknowledges that (i) as between Customer and Dronelink, Dronelink owns and retains all right, title, and interest, including all Intellectual Property Rights, in and to the Dronelink Technology; and (ii) with respect to Third-Party Sites and Third-Party Services, the applicable third-party providers, owners and operators own and retain all right, title, and interest, including all Intellectual Property Rights, in and related to their respective Third-Party Sites and Third-Party Services.
- d. Customer Data. As between Dronelink (on the one hand) and Customer and its Authorized Users (on the other hand), Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, subject to the limited license rights granted to Dronelink below. Customer (on behalf of itself and all Authorized Users) hereby grants to Dronelink:
 - i. A limited, non-exclusive, fully paid-up, royalty-free, worldwide license during the Term to access, process, reproduce, distribute, perform, export, display and otherwise use the Customer (A) as may be reasonably necessary for Dronelink to provide, maintain and update the Service, including to prevent or address service, security, support or technical issues; (B) as required by applicable law or regulation; and (C) as may be expressly permitted in writing by Customer; and
 - ii. A limited, non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data in connection with Dronelink's internal business purposes only and to share the Customer Data with third parties, provided that such Customer Data is shared in an aggregated and anonymized manner.
- e. Customer represents and warrants that it has secured from all Authorized Users all rights in and to the Customer Data as may be necessary to grant Dronelink the foregoing license rights.
- f. Feedback. Customer or any Authorized User may send or transmit to Dronelink, whether by mail, e-mail, telephone, via the Service or otherwise, any communications or materials, including but not limited to any comments, questions, suggestions, or the like, suggesting or recommending changes or improvements to the Service or any part thereof, or to any other Dronelink Technology, including without limitation, new features or functionality thereof ("**Feedback**"). Customer hereby assigns to Dronelink, on Customer's behalf and on behalf of its Authorized Users, employees, contractors, agents and other representatives, all right, title, and interest in and to the Feedback, including any ideas, know-how, concepts, or techniques contained in the Feedback, and any and all Intellectual Property Rights therein. Dronelink will have no obligation of attribution or

compensation to Customer or any other party with respect thereto, although Dronelink is not required to use any Feedback.

- g. Reservation of Rights. Except for the limited rights and licenses expressly granted to Customer under the Agreement, nothing herein is intended or will be construed to grant, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Dronelink Technology, and Dronelink reserves all other rights, express or implied.

13. Limited Warranty; Disclaimers.

- a. Limited Warranty. During the Term, Dronelink will use commercially reasonable efforts, consistent with prevailing industry standards, to provide and maintain the Service in a manner that minimizes errors and interruptions thereto and to provide reasonable technical support to Customer in accordance with Section 10. Customer acknowledges, however, that the Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Dronelink or by its third-party service providers, or due to any other cause beyond Dronelink's reasonable control. Dronelink will use reasonable efforts to provide Customer with advance notice (e-mail suffices) of any scheduled disruption to the Service.
- b. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 13(a), THE SERVICE AND OTHER DRONELINK TECHNOLOGY ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND DRONELINK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DRONELINK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. DRONELINK MAKES NO WARRANTY OF ANY KIND THAT THE DRONELINK TECHNOLOGY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY THIRD-PARTY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THE AGREEMENT.

14. Representations and Warranties.

- a. Mutual Representations. Each Party hereby represents and warrants to the other Party that (i) such Party has the right, power, and ability to enter into and perform under the Agreement; (ii) such Party has obtained all necessary rights to grant the rights and licenses granted to the other Party under the Agreement; (iii) such Party's performance under the Agreement will comply with all applicable laws and regulations.
- b. Dronelink Representations. Dronelink hereby represents and warrants to Customer that (i) the Service will at all times comply with all applicable laws and regulations; and (ii) Dronelink will at all times during the Term, maintain all licenses, permits and other permissions necessary to provide the Service.
- c. Customer Representations. Customer hereby represents and warrants to Dronelink that (i) the individual accepting the terms of the Agreement on behalf of Customer is authorized to bind Customer to the terms and conditions provided herein; (ii) Customer's performance of its obligations under the Agreement does not and will not conflict with any obligation of Customer under an agreement between Customer and a third party; and (ii) Customer owns or otherwise has (and, prior to Dronelink's receipt thereof, will have) the necessary rights and consents in and to all Customer Data, so that Dronelink's receipt, storage, and processing of Customer Data in accordance with the Agreement is

in compliance with applicable law and does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any person or entity anywhere in the world.

15. Indemnification.

- a. Dronelink Indemnification. Dronelink will defend and hold harmless Customer and its affiliates and each of their respective officers, directors, members, shareholders, employees, contractors, agents and representatives from and against any and all claim, suit, action, or other proceeding brought by a third party (a “**Claim**”) alleging that the Service, the Documentation, or any use thereof in accordance with the Agreement, infringes, misappropriates or otherwise violates a valid third-party Intellectual Property Right. Dronelink will further indemnify Customer for any and all losses, damages, liabilities, costs, fees (including reasonable attorneys' fees) and penalties (collectively, “**Losses**”) incurred by Customer in connection with any such Claim. Notwithstanding the foregoing, Dronelink will have no obligation under this Section 15(a) to the extent such Claim is based upon or arises from (i) Customer Data or any Third-Party Services or Third-Party Sites; or (ii) any modification, combination or development of the Service that is not performed by Dronelink, including in the use of any API. This Section 15(a) states Dronelink's sole liability and Customer's exclusive remedy with respect to any allegation that the Service, the Documentation, or any use thereof, infringes, misappropriates or otherwise violates a third-party Intellectual Property Right.
- b. Customer Indemnification. Customer will defend and hold harmless Dronelink and its affiliates and each of their respective officers, directors, members, shareholders, employees, contractors, agents and representatives from and against any Claim based upon or arising from (i) the Customer Data, or any use of the Customer Data in accordance with the Agreement, including but not limited to any allegation that the Customer Data infringes, misappropriates or otherwise violates a third-party Intellectual Property Right; or (ii) Customer's or any Authorized User's (A) negligence or willful misconduct; (B) use of the Service or Documentation in a manner not authorized by the Agreement; (C) use of the Service in combination with data, software, hardware, equipment or technology not provided by Dronelink or authorized by Dronelink in writing; or (D) any modification, combination or development of the Service that is not performed by Dronelink, including in the use of any API. Customer will further and will indemnify Customer for any and all Losses incurred by Dronelink in connection with any such Claim.
- c. Indemnification Procedure. The Parties' respective obligations under this Section 15 are expressly conditioned upon the Party seeking indemnification hereunder (the “**Indemnitee**”) (i) providing the other Party (the “**Indemnifying Party**”) with prompt written notice of the relevant Claim, (ii) permitting the Indemnifying Party to assume the exclusive defense and control thereof, and (iii) providing any assistance reasonably requested by the Indemnifying Party in connection with its defense and settlement of such Claim. The Indemnitee will, at its sole cost and expense, have the right to be represented by counsel of its choosing in connection with the Indemnifying Party's defense of any Claim. The Indemnifying Party will not, without the express written consent of the Indemnitee (not to be unreasonably withheld), settle any Claim if (A) the third party asserting the Claim is a government agency, (B) the settlement arguably involves the making of admissions by such Indemnitee, (C) the settlement does not include a full release of liability for the Indemnitee, or (D) the settlement includes any terms other than a full release of liability for the Indemnitee and a payment of money.

16. **Limitations of Liability.** OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL THE FOREGOING LIMITATION LIMIT CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. The Parties agree that the provisions of this Section 16 represent a fair allocation of the Parties' respective risks under the Agreement, and the Parties have relied on these limitations in determining whether to enter into the Agreement and the agreed-upon

17. **Term; Termination.**

- a. Term; Termination. The term of the Agreement will commence on the Effective Date and will continue until terminated by either Party in accordance with this Section 17(a) (the "**Term**"). The Agreement may be terminated as set forth below. Termination of the Agreement will terminate the Customer Account and any Subscription then in effect.
 - i. *For Convenience.* Customer may terminate the Agreement immediately upon notice to Dronelink that Customer wishes to close the Customer Account.
 - ii. *For Cause.* Either Party may terminate the Agreement upon notice to the other Party if such other Party commits a material breach of any provision hereof, and such breach (A) with respect to Dronelink as the terminating Party, grants Dronelink the right to immediately terminate pursuant to either Section 3(c) or Section 5(d); (B) is incapable of cure; or (C) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach.
 - iii. *Automatic Termination.* These Terms will terminate automatically if the other Party (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- b. Effect of Expiration or Termination. Upon termination of the Agreement, Dronelink will close the Customer Account and may immediately disable Customer's and its Authorized Users' access to the Service, and Customer will, and will instruct its Authorized Users to, immediately cease using the Service and all other Dronelink Technology. No termination of the Agreement will (i) prejudice or affect any right of action or remedy that has accrued or will accrue to either Party due to the other Party's acts or omissions prior to the effective date of such termination; (ii) relieve Customer of its obligation to pay any Fees that have accrued or have become payable to Dronelink under the Agreement as of such date; or (iii) entitle Customer to any refund of Fees paid up to such date. Notwithstanding the foregoing, in the event of Customer's termination for cause pursuant

to [Section 17\(b\)\(ii\)](#), Dronelink will refund Customer any pre-paid Fees covering any portion of a Subscription Period remaining upon the effective date of such termination. In no event, however, will any such termination relieve Customer of the obligation to pay any Fees payable to Dronelink for any period prior to the effective date of such termination. In addition, following any such termination, Dronelink will have no obligation to store or provide to Customer any Customer Data and, unless legally prohibited, may delete any and all Customer Data then stored in Dronelink's systems or otherwise in Dronelink's possession or control.

- c. [Survival](#). This [Section 17\(d\)](#) and [Sections 2\(b\), 3\(c\), 4\(c\), 5\(e\), 7, 8, 9, 11–16, 17\(c\), and 18–20](#) will survive any termination of the Agreement.

18. **Electronic Communications.** By registering for a Customer Account, Customer hereby consents to receiving electronic communications from Dronelink. These electronic communications may include notices about applicable Fees and other charges and certain transactional and other information concerning or related to the Services. Customer acknowledges that these electronic communications are necessary to Customer's relationship with Dronelink. Customer further agrees that any notices, agreements, disclosures or other communications that Dronelink sends Customer electronically will satisfy any communication requirements under applicable law or under the Agreement, including that such communications be in writing.

19. **Privacy Policy.** By agreeing to these Customer Terms, Customer hereby represents to Dronelink that Customer has read and understands the Dronelink [Privacy Policy](#), which explains how Dronelink uses the information submitted to Dronelink by Authorized Users.

20. **Miscellaneous.**

- a. [Publicity](#). Customer hereby grants Dronelink the right to use Customer's company name and logo as a reference for marketing or promotional purposes on any part of the Service and in any other public or private communications with Dronelink's existing or potential customers, subject to Customer's standard trademark usage guidelines as may be provided to Dronelink in writing, in advance from time-to-time.
- b. [Notices](#). Except as otherwise set forth herein, all notices under the Agreement must be sent by e-mail; provided, however, that Dronelink may provide notice to Customer via the Service. In order to be effective, notices to Dronelink must be sent to support@dronelink.com, except for legal notices, such as notices of termination or an indemnifiable claim, which must be sent to support@dronelink.com. Any notice provided hereunder will be deemed to have been duly given (i) the day after it is sent, in the case of notices sent via e-mail; and (ii) the same day, in the case of notices provided to Customer through the Service.
- c. Force Majeure. In no event will either Party be liable to the other Party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligation to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- d. [California Consumer Notice](#). Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: The Service is provided by Dronelink, Dronelink LLC 700 Lavaca St. STE 1401 Austin, TX 78701. If Customer has a question or complaint regarding any part of the Service, please contact Dronelink customer service at support@dronelink.com. California residents may reach the Complaint Assistance Unit of

the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

- e. Export Regulation. The Service may utilize software and technology that may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Customer will not, directly or indirectly, export, re-export, or release the Service or the underlying Technology to, or make the Service or the underlying Technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by applicable law, rule, or regulation. Customer will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Service or the Technology available outside the United States.
- f. Entire Agreement; Conflicts. The Agreement (including these Customer Terms, the User Terms, all Order Forms hereunder, the Acceptable Use Policy, the Privacy Policy, and any other document incorporated into these Customer Terms by reference) constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the provisions in these Customer Terms and any other terms and conditions, agreements or policies incorporated by reference in these Customer Terms, the terms of these Customer Terms will first prevail, and followed by the other terms incorporated by reference herein (e.g., the User Terms, Acceptable Use Policy, Privacy Policy and any Order Forms).
- g. Modifications. Dronelink may modify or replace these Customer Terms at any time. If Dronelink makes any material change to these Customer Terms, Dronelink will provide Customer with notice prior to such change taking effect, in any manner deemed reasonable by Dronelink, in its reasonable discretion, based upon the nature of such change and its materiality, including, but not limited to, by e-mailing Customer at the e-mail address associated with the Customer Account or by messaging Customer through the Service. Customer can review the then-current version of the Customer Terms at any time by visiting this page and by visiting the then-current versions of the other pages that are referenced in these Customer Terms. The materially revised version of these Customer Terms will become effective on the date set forth in the notice provided to Customer, and all other changes will become effective upon posting of the revised Customer Terms. If Customer (or any Authorized User) accesses or uses the Service after the effective date of any revised terms and conditions of a revised version of these Customer Terms, that use will constitute Customer's acceptance of such revised terms and conditions.
- h. Relationship of the Parties; No Third-Party Beneficiaries. The Parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to the Agreement.
- i. Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as may be otherwise expressly set forth in the Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate

or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- j. Governing Law; Jurisdiction; Venue. The Agreement is governed by and will be construed in accordance with the state laws of the State of Texas and applicable U.S. federal law, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply the Agreement. Any legal suit, action, or proceeding arising out of or related to the Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the County of Travis, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and agrees that venue in such courts is proper. In any action or proceeding to enforce rights under these Customer Terms, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.
- k. Assignment; Binding Effect. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Dronelink. Dronelink may freely assign the Agreement in connection with the sale of all or substantially all of the assets of Dronelink; any merger, consolidation or acquisition of Dronelink with, by or into, another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of Dronelink in one or more related transactions. Any purported assignment or delegation in violation of this Section 20(k) will be null and void. These Terms are binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- l. Severability. If any provision of the Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon any such determination, the Parties will negotiate in good faith to modify the Agreement so as to effect the original intent of the affected provision as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the greatest extent possible.

Contacting Dronelink

Please feel free to contact us if you have any questions about Dronelink's Customer Terms of Use. You may contact us at support@dronelink.com.

EXHIBIT A

Definitions

"Acceptable Use Policy" means Dronelink's Acceptable Use Policy, available at <https://dronelink.com/acceptable-use-policy>.

"Account Admin" has the meaning set forth in [Section 1\(a\)](#).

"Agreement" has the meaning set forth in the Preamble.

"API" means application program interface.

"Application" has the meaning set forth in the Preamble.

"Authorized User" means any individual authorized by Customer to access the Service via the Customer Account.

"Billing Period" has the meaning set forth in [Section 8\(d\)](#).

"Claim" has the meaning set forth in [Section 15\(a\)](#).

"Confidential Information" has the meaning set forth in [Section 11\(a\)](#).

"Customer" has the meaning set forth in the Preamble.

"Customer Access Credentials" has the meaning set forth in [Section 1\(c\)](#).

"Customer Account" has the meaning set forth in the Preamble.

"Customer Data" means the User-Generated Content and any other information, data, and content, in any form or medium, that Customer has granted Dronelink permission to collect via the Service, whether directly or indirectly through a Third-Party Service.

"Customer Domain" means the e-mail domain of the e-mail address used by the Account Admin to register for the Customer Account.

"Customer Information" has the meaning set forth in [Section 1\(b\)](#).

"Customer Terms" has the meaning set forth in the Preamble.

"Disclosing Party" has the meaning set forth in [Section 11\(a\)](#).

"Documentation" means any user manuals, handbooks, guides and other end user materials relating to the Service, including but not limited to the [Support Documentation](#), and provided by Dronelink to Customer either electronically or in hard copy form or made available to Authorized Users via the Service.

"Effective Date" means the date Customer registers for a Customer Account, thereby accepting these Customer Terms.

"Fees" has the meaning set forth in [Section 8\(a\)](#).

"Intellectual Property Rights" means any intellectual property rights of any kind arising under the laws of the United States or of any other jurisdiction or provided by international treaties or conventions, including (i) patents, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations in part, extensions and reexaminations thereof; (ii) all rights in any original works of authorship and/or any part thereof that are within the scope of any applicable copyright law, including all rights of authorship, use, publication, reproduction, distribution, performance, moral rights, and rights of ownership of copyrightable works, and all rights to register and to obtain renewals, extensions, revivals and resuscitations of any such copyright registrations; (iii) Marks

(including any copyrights therein) and other identifiers, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing; (iv) trade secret and confidential and proprietary information, including trade secrets, confidential processes, compositions, formulas, customer information, operational data, processing quality control procedures, research and development studies, engineering information, invention reports, laboratory notebooks, technical reports, research and development archives, pricing information and know-how; (v) database and design rights, including, with respect to any of the foregoing; (vi) any rights arising in respect of domain names, or domain name registrations and reservations.

"Losses" has the meaning set forth in Section 15(a).

"Marks" means any trademarks, service marks, trade names, brand names, design marks, or other indicia of source of any goods or services.

"Order Form" means any document (including online) pursuant to which Customer orders a Subscription.

"Privacy Policy" means Dronelink's Privacy Policy, available at <https://dronelink.com/privacy-policy>.

"Repository" has the meaning set forth in Section 6(a).

"Repository Data" has the meaning set forth in Section 6(a).

"Repository Owner" has the meaning set forth in Section 6(a).

"Receiving Party" has the meaning set forth in Section 11(a).

"Service" has the meaning set forth in the Preamble.

"Service Suspension" has the meaning set forth in Section 5(a).

"Site" has the meaning set forth in the Preamble.

"Subscription" Customer's right to access and use the Service for a fixed period of time.

"Subscription Period" has the meaning set forth in Section 4(a).

"Subscription Term" has the meaning set forth in Section 4(a).

"Support Documentation" means the information provided by Dronelink relating to use of the Service, available at <https://support.dronelink.com/>.

"Technology" means, collectively, all software, designs, formulae, algorithms, procedures, methods, discoveries, processes, techniques, ideas, know-how, research and development, technical data, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, inventions, improvements, works of authorship in any media, confidential, proprietary or non-public information, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other technology, including any tangible embodiments, in any form, of any of the foregoing.

"Term" has the meaning set forth in Section 17(a).

"Third-Party Services" has the meaning set forth in Section 9(a).

"Third-Party Sites" has the meaning set forth in Section 9(b).

“**Dronelink**” has the meaning set forth in the Preamble.

“**Dronelink Technology**” means the Site, the Application, the Service, the Documentation and any other Technology owned or controlled by Dronelink, whether prior to or during the Term, any improvements to or derivatives thereof, whether made by or on behalf of Dronelink or Customer, alone, jointly, or in conjunction with others, and any information, data, or other content derived from Dronelink’s monitoring of Customer’s access to or use of the Service, but excluding any Customer Data.

“**Upgrade**” has the meaning set forth in Section 4(b).

“**User Account**” has the meaning set forth in Section 2(b).

“**User Terms**” means Dronelink’s User Terms of Use & Service, available at <https://dronelink.com/user-terms>.

“**User-Generated Content**” means any information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material submitted, posted, or otherwise transmitted to Dronelink by or on behalf of an Authorized User via the Service, including but not limited to the Customer Information and the Repository Data.

EXHIBIT B

Dronelink Customer-Specific Terms

These Customer-Specific Terms supplement and amend the Dronelink Customer Terms of Service. For each section provided below, the terms thereof apply to Customer if Customer falls under the corresponding category of Customer described therein. If there is any conflict between these Customer-Specific Terms and the Customer Terms, the applicable terms in these Customer-Specific Terms will prevail. Nothing in these Customer-Specific Terms makes Dronelink a government contractor for any federal, state, local, or foreign government.

1. **U.S. Government Customers.**

If Customer is a U.S. government or U.S. public entity (or use of the Service is for the U.S. government or a U.S. public entity), this Section 1 will apply.

- a. **Use by or for the U.S. Government.** The Services are a “commercial item,” as defined at 48 C.F.R. §2.101, and constitute “commercial computer software” and “commercial computer software documentation,” as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 to §227.7204. The Service and the Documentation are provided to Customer and Authorized Users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other end users, in accordance with (i) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. § 12.212, with respect to all other U.S. government users and their contractors.
- b. **Indemnification, Auto-Renewal, Venue, Legal Fees.** The following sections in the Customer Terms are hereby waived by Customer to the extent they are inconsistent with federal law, and Dronelink hereby accepts such waiver: Sections 4(b) (with respect only to auto-renewal of Subscriptions), 16(b) and 21(j).

- c. **No Endorsement.** Dronelink agrees that Customer's seals, trademarks, logos, service marks, trade names, and the fact that Customer has a presence on the Site and uses the Service, will not be used by Dronelink in such a manner as to state or imply that any Dronelink products or services are endorsed, sponsored or recommended by Customer or by any other element of the U.S. government, or are considered by Customer or the U.S. government to be superior to any other products or services. Except for pages whose design and content are under the control of Customer, and except for links to or promotion of such pages, Dronelink agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on the Service or elsewhere on any part of the Site unless permission to do so has been granted by Customer or by other relevant federal government authority. Dronelink may list Customer's name in a publicly available customer list on a Site or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party name.

2. **State or Local Government Customers.**

This [Section 2](#) applies if Customer is a state or local government, but only to the extent the Service is being used in an Authorized User's official capacity as a state or local government official. The following sections in the Customer Terms are hereby waived by the Parties to the extent Customer's jurisdiction's laws prohibit Customer from accepting the requirements in those sections: [Sections 4\(b\)](#) (with respect only to auto-renewal of Subscriptions), [16\(b\)](#) and [21\(j\)](#).

3. **Healthcare Customers.**

Unless Customer has entered into a written agreement with Dronelink to the contrary, Customer acknowledges that Dronelink is not a "Business Associate" as defined in the Health Insurance Portability and Accountability Act and related amendments and regulations as updated or replaced ("HIPAA"), and that the Service is not HIPAA compliant. Customer must not use, disclose, transmit or otherwise process any "Protected Health Information" as defined in HIPAA ("PHI") through the Service. Customer agrees that Dronelink cannot support and has no liability for PHI received from Customer, notwithstanding anything to the contrary herein.