

INFLIGHTS - OPERATOR GENERAL TERMS AND CONDITIONS

Article 1 - General

1.1. inFlights BVBA, Gierstraat 6, 2000 Antwerpen, Belgium with VAT n° BE0677.884.203 (**inFlights**) manages a platform and a unique drone (officially: Remotely Piloted Aircraft Systems or RPAS) operator network through which it connects drone operators (each a **Drone Operator**) to drone flight assignments for its customers (the **Customers**). In addition, inFlights provides a range of other drone-related services, such as flight planning, obtaining permits to fly drones in certain (restricted) areas, obtaining images and data by executing drone flights and the processing thereof, insight generation and the transfer of files to Customers.

1.2. These General Terms and Conditions (**GTC**) are applicable to every request, order or contract for the services of a Drone Operator (the **Operator Services**) between a Drone Operator and inFlights (each an **Agreement**), in so far as the Agreement does not expressly deviate from these GTC.

1.3. The Drone Operator's general terms and conditions –if any- are expressly excluded, even if they are sent at a later date. The Drone Operator's registration on the inFlights platform or the acceptance to execute Operator Services through the platform or through other means, implies the acceptance of these GTC.

Article 2 – Safe and duly authorized execution of drone flights

2.1. The Drone Operator certifies and warrants that it will execute all drone flights in conformity with all legal and regulatory requirements. For drone flights executed in Belgium, this means in particular (but not exclusively) that Drone Operators must comply with the Royal Decree of 10 April 2016 and must: (i) register the drone(s) used by it at the BCAA; (ii) obtain a certificate of competence to fly a drone in case of class 2 operations or a remote pilot license in case of class 1 operations (class 1a or class 1b); (iii) have the required operations manual and risk assessment for class 1 operations (class 1a or class 1b); and (iv) make a declaration that the organization is in full compliance with the national requirements for class 1b operations and obtain prior authorization of the BCAA for class 1a operations.

2.2. Prior to a proposed drone flight, the Drone Operator will file all requests to obtain the required authorizations (from various authorities such as Belgocontrol, BCAA, the police, harbor authorities, etc.) to execute a drone flight, and will send the required notifications to the authorities. inFlights will reasonably assist the Drone Operator in filing such requests and notifications. The Drone Operator certifies and warrants that it will not execute any drone flights for which the required authorizations have not been obtained or the required notifications have not been made.

2.3. Furthermore, the Drone Operator will execute all drone flights in accordance with best industry practice, meaning that the Drone Operator will in particular: (i) check the condition of the drone and make sure that all safety features are operational and that maintenance is well done prior to each flight, (ii) refuse to execute the flight if any of the parameters to be checked during the pre-flight check is negative, (iii) recall the drone and go for landing if needed for safety if visual contact is lost; (iv) proceed to emergency response to make the drone landing safely if radio contact is lost; (v) regularly check weather conditions and avoid Instrument Meteorological Conditions and stay clear of clouds, even for short periods; (vi) take all other reasonably precaution measures to ensure safe drone operation.

Article 3 – Price, invoice and payment

3.1. Unless indicated otherwise, all prices agreed are in EUR exclusive of VAT but inclusive of all other costs incurred by the Drone Operator (such as travel costs, drone maintenance costs or insurance costs).

3.2. The Drone Operator's invoices will be payable within a period of 45 calendar days from the date of receipt of the invoice. In case of late payment by inFlights, the Drone Operator can claim the applicable legal interest if it sends a registered letter with receipt notice to inFlights claiming payment. Interests will then be due as of the date of receipt of the registered letter by inFlights until the date of full payment.

Article 4 – Quality of images and other data obtained during drone operation

4.1. The Drone Operator acknowledges that the services which inFlights performs for its Customers include the analysis of the images and data obtained during drone operation as well as the generation of specific insights based on those images and data. The Drone Operator must always aim to deliver high-quality images and data to inFlights in order to enable inFlights to perform such analysis and to generate such insights. If the Drone Operator has reason to believe that the operating conditions on a specific date will not allow for good quality images and data, it must immediately notify inFlights thereof so that the Parties can find a suitable solution, which may exist in postponing the drone flight.

4.2. If inFlights establishes that there is a quality issue with the images or data, inFlights will notify the Drone Operator thereof as soon as reasonably possible, and inFlights may ask the Drone Operator to either re-perform the Operator Services (at no additional cost to inFlights), or ask for repayment of (part of) the price paid by inFlights for the Operator Services.

Article 5 – Cancellation or change of proposed drone flight

5.1. If inFlights is informed that a Customer wishes to change the date or time of a proposed drone flight, inFlights will inform the Drone Operator thereof as soon as possible. In case of a requested change, the Drone Operator will reasonably try to accommodate the Customer's request. If a change cannot be reasonably accommodated by the Drone Operator, the Drone Operator can consider the flight cancelled. Article 5.2 will then apply *mutatis mutandis*.

5.2. If inFlights is informed that a Customer wishes to cancel a proposed drone flight, inFlights will inform the Drone Operator thereof as soon as possible. The Drone Operator acknowledges that certain Customers may be consumers with a statutory cancellation right who can cancel free of charge. If the Customer does not have a statutory cancellation right and provided that inFlights is paid a cancellation fee by the Customer, the following applies: (i) for any cancellation made between 14 days and 7 days prior to a scheduled drone flight, the Drone Operator may charge 25% of the agreed price for the drone flight; (ii) for any cancellation made less than 7 days prior to a scheduled drone flight, the Drone Operator may charge 50% of the agreed price for the drone flight.

5.3. Once the Drone Operator has accepted to execute a proposed drone flight, the Drone Operator may only cancel the flight in case of drone failure or Drone Operator illness or as set out in article 5.4. The Drone Operator must take reasonable precautions to prevent drone failure, such as regular maintenance. In addition, the Drone Operator is obliged to pre-check the drone that will be used for a proposed flight at least 10 days prior to the flight in order to minimize the risk that drone failure is detected shortly before a proposed flight. If a flight is cancelled by the Drone Operator as a result of drone failure or Drone Operator illness, inFlights may ask the Drone Operator to set a new date for the flight (but inFlights is under no obligation to do so).

5.4. There are some circumstances in which inFlights may cancel a proposed flight, in particular when: (i) in the reasonable opinion of inFlights, weather conditions do not permit safe operation of a drone or if weather conditions would in the reasonable opinion of inFlights prevent the drone operator from gathering good quality images and other data when executing the drone flight; (ii) other unforeseen operational conditions changes occur, such as for example closing of the airspace, complaints of third parties, etc.; (iii) the permits required for the execution of the drone flight (from various authorities such as Belgocontrol, BCAA, the police, harbor authorities, etc.) cannot be obtained (in time) despite inFlights having tried to timely obtain the permit(s); (iv) the flight can otherwise not be safely executed in the reasonable opinion of inFlights. If inFlights has not yet cancelled the flight but the Drone Operator is of the opinion that it should be cancelled because of any of the foregoing circumstances, the Drone Operator must inform inFlights thereof without delay after which the Parties will take a joint decision on whether or not the flight should proceed. If a flight is cancelled in accordance with this article 5.4, the Parties shall reasonably cooperate to postpone the drone flight if still useful to the Customer.

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5.5. In case of cancellation under this article 5, the Drone Operator is not entitled to any damages.

Article 6 - Insurance and Liability

6.1. The Drone Operator must take out liability insurance with a reputable insurer, specifically covering drone operation and in accordance with legal requirements and industry standards. As a minimum, the Drone Operator must take out a specific drone-operation third party liability insurance which provides cover up to an amount of 2,5 mio EUR. The Drone Operator must provide inFlights with a copy of its insurance certificate and must immediately inform inFlights should its insurance expire or be made invalid by the insurer.

6.2. The Drone Operator agrees to fully indemnify and hold inFlights harmless from and against any and all claims, demands, costs, expenses, liabilities and damages of every kind and character (including reasonable attorney's fees) which may be asserted by inFlights' Customers or any other third party which is in any way related to the Agreement or the Operator Services.

6.3. inFlights shall only be liable towards the Drone Operator for its willful misconduct and gross negligence, and only for those damages which are a direct and immediate result of the execution of the Agreement between inFlights and the Drone Operator. To the extent permitted by law, inFlights' liability shall be limited to the sum of inFlights' payments for the Operator Services that are the subject of the claim. inFlights shall in no event be liable for any indirect damages (including but not limited to lost profits or other consequential damages).

Article 7 – Confidentiality and intellectual property

7.1. The Drone Operator must keep in confidence any and all commercial, technical, business information and know-how acquired from inFlights, including but not limited to these GTC and to inFlights' pricing information. The Drone Operator must pay inFlights liquidated damages of 10.000 EUR for each established event of non-observance of this confidentiality obligation.

7.2. All know-how and intellectual property rights belonging to inFlights, such as but not limited to the rights to the inFlights logo and platform or inFlights flight operating procedures, exclusively remain the property of inFlights. The Drone Operator only acquires a non-exclusive and non-

transferable license to use such know-how or intellectual property to the extent and for the duration the Drone Operator requires such a license to be able to provide the Operator Services.

7.3. The Drone Operator must keep all Customer data (such as images of the Customer's site) confidential and will take reasonable security and protection measures to prevent access to such data by unauthorized third parties. Customer data must be securely transferred to inFlights (unless otherwise agreed, using the inFlights platform) as soon as reasonably possible after the execution of a drone flight, and must be deleted by the Drone Operator three months after the execution of the flight or sooner if inFlights requests so. To prevent any loss of data, the Drone Operator has to ensure that inFlights has a valid copy of the Customer data on its server prior to deleting the data.

7.4 The Drone Operator is only authorized to gather Customer data on behalf of inFlights and the ownership to all Customer data will be immediately transferred to inFlights by the Drone Operator upon obtaining such Customer data. Without the written approval of inFlights, the Drone Operator may not resell Customer data or otherwise use the Customer data for data-analysis or other purposes.

Article 8 - Various

8.1. inFlights is entitled to terminate any Agreement with immediate effect by means of a written notification, without the need of a court intervention and without having to pay any damages and without prejudice to any other remedy to which inFlights is entitled under the applicable law, when (i) the Drone Operator has committed repeated or serious breaches of its obligations arising from the Agreement, or when (ii) there is a material change in the Drone Operator's management, business, assets or shareholdings. Upon termination of the Agreement, all claims which inFlights may have become automatically and immediately due and payable.

8.2. If any provision of the Agreement is held to be invalid or unenforceable under the laws of any jurisdiction, then the provision will be ineffective only to the extent of such unenforceability or invalidity, and this will not affect the validity and enforceability of the remainder of the Agreement in that jurisdiction. Furthermore, the validity and enforceability of the whole of the Agreement will not be affected in any other jurisdiction.

8.3. inFlights may at all times wholly or partially transfer or subcontract the execution of the Agreement and may assign or transfer any of its rights or obligations under the Agreement, either in whole or in part, to any third party.

8.4. The Drone Operator is not entitled to assign or transfer any of its rights or obligations under the Agreement, either in whole or in part, to any third party without the prior written consent of inFlights.

8.5. The Agreement is governed by and must be construed in accordance with the laws of Belgium, with the exclusion of the Vienna Convention for the Sale of Goods of 1980. All disputes between inFlights and the Drone Operator shall be submitted to the exclusive jurisdiction of the competent courts of Antwerp.