

AERODYNE SOFTWARE APPLICATION AND SOFTWARE AS A SERVICE

END-USER LICENSE AGREEMENT

This End-User License Agreement (“**EULA**”) is between Aerodyne; and Customers and/or End-Users and/or Authorised Users (thereafter defined under this EULA).

BY ACCEPTING THIS EULA, YOU AND/OR YOUR AUTHORISED USER AGREE TO THE TERMS OF THIS EULA. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS EULA AND MAY NOT USE THE SERVICES.

1. Acceptance

- 1.1. By clicking “Accept” and/or Using the Licensed Software and/or otherwise indicating Your acceptance of the EULA, You and Your Authorised Users are agreeing to be bound by the terms and conditions set forth in the EULA.
- 1.2. If You do not agree to the terms and conditions of the EULA, or if You do not have the right, power and authority to act on behalf of the entity entering the EULA, do not click on any button or other mechanisms designed to acknowledge acceptance of terms and conditions in the EULA.
- 1.3. Aerodyne rejects the applicability of any of Your terms and conditions unless expressly accepted by Our Authorised Representative. Failure by Aerodyne to object to Your terms and conditions shall in no event be construed as an acceptance of any of Your terms and conditions.

2. Usage Rights

- 2.1. License grant. Subject to the rights, limitations and compliance as set out in this EULA and Your prompt payment of all Licence Fees when due, we shall grant You, during the term of the EULA, a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) end-user licence to Use the Licensed Software provided that: (i) Your Use of the Licensed Software: (a) is solely for purposes as set out in Your Subscription Order; (b) is in accordance with the Scope of Use set out in Your Subscription Order; and (c) subject to Restrictions and Increased Usage as set out in this EULA; and (ii) unless otherwise specified in the Subscription Order and in the event the Use of Licensed Software includes on-premise related services, You shall install the Licensed Software at subscribed Operation Sites only.
- 2.2. Precisions. For the purposes of clarity, it is expressly stipulated that the Licensed Software granted to You under the terms and conditions of this EULA is exclusively applicable to Licensed Software that You have duly purchased and subscribed to or acquired from Aerodyne or an Authorised Representative, Distributor and/or Reseller as set out in Your Subscription Order. In the event that Aerodyne mandates Your registration as an End-User (i.e. by the establishment of an Account with Aerodyne), the validity of



the Licensed Software is contingent upon the completion and accuracy of the said registration.

- 2.3. The Licensed Software are licensed, not sold, to You by Aerodyne and/or Authorised Representative, Distributor and/or Reseller for Use only under the term of the EULA. Aerodyne retains ownership of the Licensed Software themselves and all copies thereof, and reserves all rights not expressly granted to You, including without limitation any related copyrights, trademarks, trade secrets, patents and other intellectual property rights. This EULA confers no title or ownership in the Licensed Software and shall not be construed as a sale of rights in this Licensed Software or source code.
- 2.4. Authorised Users. You shall implement reasonable security measures to ensure that no person, other than You or Your Authorised Users, utilises the Licensed Software. It is explicitly stated that You may permit an Authorised User to Use the Licensed Software under this EULA provided that such Use is exclusively (i) on Your behalf and (ii) in strict compliance with this EULA. Additionally, You hereby agree and accept full responsibility for any breach of the EULA committed by the aforementioned Authorised User.
- 2.5. Utilization Quota. You undertake that: (i) the maximum number of Authorised Users that You permit to access and Use the Licensed Software shall not exceed the number of Authorised Users that You have purchased from Aerodyne; and (ii) Authorised Users shall keep confidential any user credentials such as ID's and passwords relating to their Use of the Licensed Software.
- 2.6. Increased Usage. In this EULA, "Increased Usage" shall be defined as to make Use of the Licensed Software beyond the specifications set out in the Subscription Order and in the Documentation. This includes, but not limited to, Use on additional devices, by a larger number of Authorised Users, at additional usage sites, by Your Affiliates or external partners for Increased Usage or with an increased consumption allowance. Any form of Increased Usage requires prior written authorization from Aerodyne and shall result in a corresponding adjustment to the License Fees. Should the Increased Usage occur without Aerodyne's approval, Aerodyne reserve its right, at its sole discretion, to demand an immediate cessation of such Increased Usage or, in the event of subsequent approval, retroactively invoice You for the applicable additional License Fees and Aerodyne retains its rights to suspend, either temporarily or permanently, Your License, as well as Your access to the Licensed Software and its associated content.
- 2.7. Compatibility. You are solely responsible for (i) establishing and maintaining the requisite system environment for the utilisation of the Licensed Software in strict accordance with the system environment as described in the Documentation and (ii) procuring, maintaining and ensuring the security of Your network connections and telecommunications links from Your systems (or those provided by a Third-Party Provider) to the Licensed Software. You shall be held accountable for all issues, circumstances, delays, delivery failures, costs and any form of loss or damage arising directly or indirectly from, or in connection with Your (or any Third-Party Provider's) network connections, telecommunications links or caused by the internet.
- 2.8. Changing Your licence. You may from time-to-time request changes to Your Licence, which may include changes to Authorised Users or changes to the modules You wish to access and use. If You request additional Authorised Users or additional modules, then Aerodyne shall invoice You for any additional Licence Fees (based on our then current price list) on or around the date such additional Authorised Users and utilization quota (capped by utilization) and/or modules are made available to You. If You request a reduction in the number of Authorised Users or a reduction in the number of modules

you access and use, then (i) You may only do so with effect from the commencement of Your next Renewal Term, at which point Your Support and Upgrades Fees will be calculated prorated (as per our then current price list) taking into account the reduction in Authorised Users and/or modules; and (ii) You shall not be entitled to any refund and/or credit in respect of any Licence Fees previously paid. You shall pay any Fees due pursuant to Your Subscription Order.

2.9. Your Obligations. You shall: (i) provide us with all necessary co-operation in relation to this EULA that Aerodyne may require in order to fulfil our obligations under this EULA; (ii) carry out all of Your obligations under this EULA in a timely and efficient manner, failing which Aerodyne may adjust any agreed timetable or delivery schedule as reasonably necessary; (iii) ensure that the Authorised Users Use the Licensed Software only in accordance with the, Subscription Order, Documentation and the terms of this EULA, and be responsible for any Your Authorised Users' breach of this EULA; (iv) obtain and maintain all necessary licenses, consents and permissions necessary to allow Aerodyne (or our employees, consultants, subcontractors or agents) to perform our respective obligations under this EULA; (v) ensure that Your network and systems comply with any requirements as notified to You from time to time; (vi) comply with all notices, policies and instructions relating to the Licensed Software which Aerodyne (or Your Reseller) provide to You, from time to time; (vii) be solely responsible for the accuracy, quality, reliability, integrity and legality of the Customer Data and for obtaining the necessary consents and permissions to allow You to input Customer Data into the Licensed Software; (viii) grant us Your consent to collect and Use technical data and related information—including but not limited to technical information about Your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to You (if any) related to the Licensed Software. You consent to us using this information, as long as it is in a form that does not personally identify You, to improve our products or to provide services or technologies to You.

2.10. Restrictions. You shall not:

(i) license, rent, sell, resell, lease, display, disclose or otherwise commercially exploit or make the Licensed Software available to any third party other than Your Authorised Users, except in the context of a pre-established agreement with Aerodyne, or include the Licensed Software as part of a facility management, timesharing or service bureau arrangement except as expressly authorised in the EULA;

(ii) Transfer, sublicense or assign Your rights under the License Software to any other person or entity not included in the Subscription Order, or otherwise share the Licensed Software (or any part thereof) to any person or entity not included in the Subscription Order (to the exception of Your Authorised Users);

(iii) attempt to de-compile, reverse compile, disassemble, reverse engineer, copy (except as expressly provided for under this EULA), modify or make derivative works based upon the Licensed Software;

(iv) remove any proprietary notices or labels from the Licensed Software or the Documentation;

(v) Use the Licensed Software, including through a Third-Party Service, for any purpose other than those for which it was designed and specifically not Use it: (a) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations; (b) to provide us with fraudulent information; (c) to send or store material which violates the rights of a third party; (d) to send or store material containing viruses,



worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

(e) to interfere with or disrupt the integrity or performance of the Licensed Software or other data contained therein or threaten to do the same; or (f) for any other illegal or unlawful purposes. You shall not facilitate or assist a third party in any of the activities described in this Clause 2.10;

(vi) Except with our prior written consent by Aerodyne, You shall not access or Use all or any part of the Licensed Software if You provide, or intend to provide, any service or functionality which competes with the Licensed Software, or for any other benchmarking or competitive purposes. Any breach of this Clause 2.9 and 2.10, by You, shall amount to a material breach of this EULA.

- 2.11 In the event that You breach any of the provisions of Clause 2.9 and 2.10, then we reserve the right, without liability or prejudice to our other rights under this EULA, to: (i) immediately suspend the provision of Maintenance and/or Support; and/or (ii) request that You uninstall the Licensed Software (including, where applicable, all copies of the Licensed Software), in which case You shall carry out such uninstallation immediately (and in any event within ten (10) days of receiving our request to do so).

3. Support and Upgrades

- 3.1. Your right to access and benefit from Upgrades and Support is contingent upon the nature of Your Licensed Software. The provision of Upgrades and Support may occur in the following manners: (i) included in the License Software, whereby Upgrades and Support are inherently encompassed within the Licensed Software; (ii) absent by default from the License Software, in which case access to Upgrades and Support are not automatically included, with access available for specific Licensed Software instances upon payment of relevant Fees; and (iii) Limited-Term inclusion, whereby Upgrades and Support are initially provided for a finite term as specified and can be renewed for specific Licensed Software by paying applicable fees.

3.2. Upgrades.

Aerodyne retains the sole discretion to provides Upgrades, which may include modification or discontinuation of specific functionalities of the Licensed Software, subject to the following terms and conditions. You may choose to continue to Use the previous version alongside with an Upgrade, however, it is important to note that (i) certain functionalities of the Licensed Software may be restricted, and (ii) Aerodyne shall have no further obligations to provide Support on previous versions, though Aerodyne may, in its sole discretion to offer limited assistance. In the absence of alternative terms and conditions specified by Aerodyne concerning an Upgrade, the terms and conditions of this EULA shall remain in force. Nevertheless, should the amended terms and conditions of the Licensed Software are provided with the Upgrade, such new terms and conditions shall take effect upon installation of the Licensed Software.

3.3. Support.

Aerodyne shall offer Support for the Licensed Software, subject to the following terms and conditions, as applicable to You in accordance with your Subscription Order it is expressly noted that Aerodyne does not provides any warranties, express or implied, that the Support will resolve any request or that any resolution furnished by Aerodyne will necessarily align with Your Devices specific requirements and/or expectations. Without limiting the scope of the foregoing provision:

- (i) Aerodyne will investigate promptly any questions or issues that may arise in connection with the Licensed Software that You may have. However, the provision of Support that provided to You is contingent upon Your full cooperation with Aerodyne's investigations into the subject matter of Your request, including without limitation, providing prompt and comprehensive responses to any inquiries made by Aerodyne's support team.
- (ii) Aerodyne does not guarantee specific response time, however Aerodyne will undertake to make good faith efforts to response to emails within three to five (3-5) days. Additionally, the Support to be provided by Aerodyne hereunder is limited to the most current version of the Licensed Software.
- (iii) It is important to note that certain actions recommended by Aerodyne in response to Your Support request may have the potential to impact the integrity of Your content. Therefore, it is Your sole responsibility to maintain adequate and comprehensive backups of Your content at all times. Aerodyne assumes no liability in the event of content loss, regardless of the cause.
- (iv) Aerodyne's commitment to providing Support is contingent upon Your proper Use of the Licensed Software and full compliance with the terms of the EULA. Further, Aerodyne shall not be obligated to provide Support if such Support is necessitated by (i) Your, Your Authorised Users, or any external partners' failure to operate the Licensed Software within the system requirements and specifications as specified in Clause 2.7, or (ii) any modifications or attempted modification of the Licensed Software by You or Your Authorised Users, or the failure and/or refusal to implement operations recommended by Aerodyne.

4. Verification of Use

4.1. Audit and Monitoring.

- 4.2. Regardless of the type of Licensed Software acquired by You through the Subscription Order, You hereby acknowledge and consent that Aerodyne (or our designated auditors') right to monitor and audit Your Use of the Licensed Software to verify Your compliance with the terms of the EULA and, in particular, with respect to the Scope of Use as applied in the Subscription Order.
- 4.3. In any event we provide to You services on-premise, You shall permit Aerodyne to inspect and have access to (i) any premises at which the Licensed Software is installed (including Your installation Site and, if applicable, any disaster recovery site) or used; and (ii) to Your Devices located at such premises.
- 4.4. Before the initiation of such inspection and audit, Aerodyne will provide You a reasonable prior notice. In the event that any such audit reveals outstanding fees owed to Aerodyne, then, without prejudice to any other rights that Aerodyne may have under this EULA, Aerodyne shall invoice You for the underpayment or outstanding amount based on Aerodyne prevailing price list. Payment of such invoice is due within ten (10) days from the date of the invoice.
- 4.5. Aerodyne, at its sole discretion, reserves the right to analyse Your Use of the Licensed Software for (i) security purposes (ii) product enhancement, improvement, license

auditing and/or marketing purposes. In pursuit of these objectives, Aerodyne may, at its sole discretion, employ technical measures pertaining to the functionality of the Licensed Software. This is carried out to determine if Your Usage of the Licensed Software aligns with the indicated Usage volume and the chosen license type, as well as to ascertain whether You are adhering to the contractually agreed Scope of Use.

5. Proprietary Rights

5.1. Aerodyne Intellectual Property Rights.

Ownership. (a) Licensed Software. The title to the Licensed Software (including any Upgrades, enhancement, derivatives and modifications) as well as all patents, copyrights, trade secrets and other proprietary and intellectual property rights, whether current or future, shall remain the exclusive property of Aerodyne. Moreover, Aerodyne owns all rights concerning the copying, translation, adaptation, or creation of derivative work based on the Licensed Software, including any improvement and development.

Trademark. (b) DRONOS ®, are the exclusive property of Aerodyne, and the Licensed Software does not grant You any rights pertaining to this trademark. Specifically, You are not authorised to use, copy, modify or publicly display this trademark, nor You may remove, alter, or delete such trademark if affixed by Aerodyne in any Output Content.

5.2. Confidentiality of the Licensed Software. The Licensed Software encompasses information, ideas, data structure, database models, concepts, designs, methods, and processes that constitute the business, know-how and trade secrets of Aerodyne. You are obligated to treat the Licensed Software with the same diligence and confidentiality as You would Your own business and trade secrets, using them in accordance with the provisions of the EULA. You shall not grant access, in whole or in part, to third parties by any means or publish the Licensed Software without prior written authorization from Aerodyne. You shall ensure, through appropriate instructions, agreements, and other suitable precautions, that all Authorised Users adhere to these obligations. This confidentiality obligation remains in effect as long as Aerodyne maintains a legitimate ownership of the Licensed Software, even after the contractual relationship between the Parties has terminated.

5.3. Protection of Intellectual Property Rights. You acknowledge and respect Aerodyne's ownership and intellectual property rights in the Licensed Software. You shall refrain from engaging in any activities that could infringe upon these rights, follow Aerodyne's instructions to safeguard these rights, and provide reasonable support to Aerodyne in defending such rights. You must also implement organizational and technical measures within Your organization to prevent unintentional disclosure or access. Theft, or misuse of the Licensed Software by unauthorised Use of the Licensed Software or infringement of Aerodyne's proprietary rights in the Licensed Software.

5.4. Your Content. It is explicitly agreed that Your Content shall exclusively remain Your Property. The data contained within such Content will be handled in strict accordance with the provisions of the applicable data protection legislation and as further detailed in Clause 10 of this EULA.



- 5.5. Ownership of Customer Data. Customer Data is owned by You, and You grant Aerodyne and our subcontractors a worldwide, royalty-free, non-exclusive license to Use any Customer Data provided through Your Use of the Licensed Software to the extent necessary to perform our obligations under this EULA and otherwise Use in accordance with this EULA.

6. Term

- 6.1. If the Licensed Software are licensed for a specified term, ("Term"), Your license is valid solely for such Term only. Your right to Use the Licensed Software begins on the Commencement Date of the Licensed Software is assigned to You and continues until the end of the Term indication in Your Subscription Order, unless otherwise terminated in accordance with the EULA.

7. Termination

- 7.1. This EULA shall remain in effect until terminated through cancellation or the expiration of the Term.
- 7.2. Termination by You. You have the right to terminate the EULA, along with Your right to Use the Licensed Software, at any time by discontinuing Your Usage and deleting or destroying all copies of the Licensed Software.
- 7.3. Termination by Aerodyne. Aerodyne reserves its right to terminate the EULA, thereby waiving Your right to Use the Licensed Software with immediate effect, in the event of Your failure to comply with any obligations set forth herein within thirty (30) days of being notified to do so. Such termination shall become effective after the expiry of the 30 days of Your receipt of the notice from Aerodyne.
- 7.4. Effect of Termination. You must promptly cease all Usage of the Licensed Software and remove and/or destroy any copies from Your Device(s), including archives and backup copies, whether in full or in part. Upon request by Aerodyne, You shall provide written certification confirming Your full compliance with the aforementioned obligations.
- 7.5. For further clarity, once EULA has been terminated, Aerodyne is under no obligation to provide further assistance, Upgrade and/or Support unless mutually agreed upon by the Parties. The termination or expiration of the EULA shall not restrict any of Aerodyne's rights or remedies as stipulated in the EULA or under applicable law.
- 7.6. Termination for Cause. Without affecting any other right or remedy available to it, either party may terminate this EULA with immediate effect by giving written notice to the other party if: (i) the other party commits a material breach of any other term of this EULA which breach is irremediable or (if remediable) fails to remedy that breach within thirty (30) days of being notified in writing to do so; (ii) to the extent permitted by applicable law, the other party becomes the subject of a petition in bankruptcy or other proceedings relating to insolvency or makes an assignment for the benefit of creditors; (iii) if the other party suspends or ceases, or threatens to suspend or cease, to trade.
- 7.7. Termination for Non-Payment. Aerodyne may terminate this EULA with immediate effect by giving written notice to You if You fail to pay any outstanding amount due under this

EULA on the due date for payment and remain in default not less than thirty (30) business days after being notified in writing to make such payment.

- 7.8. Effect of Termination. On expiration or termination of this EULA for any reason: (i) all rights granted to You under this EULA (including, without limitation, Your licence to Use the Licensed Software and Your right to receive Support and Upgrade and) shall immediately terminate; (ii) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the EULA which existed at or before termination shall not be affected or prejudiced; (iii) each party shall, at the request of the other party, destroy all materials that may contain the other party's Confidential Information and/or (to the extent legally and technically practicable) erase the other party's Confidential Information from all computer and communication devices used by it; and (iv) You shall, within ten (10) days for on-premise installation to uninstall the Licensed Software (including, where applicable, all copies of the Licensed Software) and, upon our request, provide written confirmation to Aerodyne that You have done so. Notwithstanding the foregoing, each party may retain the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. Save as expressly set out in this EULA, in the event of termination or expiry of this EULA You shall not be entitled to any t and/or credit in respect of any Fees previously paid which relate to the period following the date of termination and/or expiry.

8. Warranties

- 8.1. Authority. Each party represents that it has validly entered into this EULA and has the legal authority power to do so.
- 8.2. Disclaimer. Without limiting the generality of the foregoing, Aerodyne does not warrant or represent that: (i) the Licensed Software will align with Your requirements or operate without interruption or error; and (ii) the content will be accurate, correct, or reliable.
- 8.3. Representation and Warranties by You. You acknowledge that the utilization of the Licensed Software may be subject to requisites or restrictions imposed by any applicable law, statute, ordinance, regulation, code, or standard ("Laws and Standards"). You shall bear exclusive responsibility for, and hereby warrant, that: (i) You will fully adhere to all applicable Laws and Standards pertaining to the export control of the Licensed Software; (ii) You will ensure absolute compliance with all applicable Laws and Standards associated with Your intended or effective Usage of the Licensed Software; and (iii) You will secure all requisite approvals, permits or clearance for such utilization in accordance with applicable Laws and Standards.
- 8.4. Remedies. If You notify us in writing or electronically via email within the Software Warranty Period that the Licensed Software does not conform with the warranty in Clause 8.2, Aerodyne shall Use reasonable endeavours to promptly correct any such non-conformance. You shall provide Aerodyne with all the information that may be necessary to assist us in resolving the non-conformance, including a documented example of any defect or fault, or sufficient information to enable us to re-create the defect or fault. You will take reasonable steps to mitigate any loss, damage or liability You may incur as a result of such non-conformance. Subject to Your existing rights to

terminate the EULA, this Clause 8.2 constitutes Your sole and exclusive remedy for any breach of the warranty set out in Clause 8.2.

- 8.5. **DISCLAIMER OF ALL OTHER WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE LICENSED SOFTWARE IS PROVIDED ON AN “AS IS” BASIS AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WE DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES, CONDITIONS OR GUARANTEES: (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; (III) OF NON-INFRINGEMENT; OR (IV) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AERODYNE DO NOT WARRANT THAT YOUR USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE LICENSED SOFTWARE, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY YOU THROUGH THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. AERODYNE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES WITH THE LICENSED SOFTWARE THAT ARISE FROM CUSTOMER DATA, THIRD-PARTY SERVICES OR THIRD PARTY PROVIDERS. YOU ACKNOWLEDGE THAT AERODYNE DO NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO YOU, AUTHORISED USERS, OR ANY THIRD PARTY. YOU ARE SOLELY RESPONSIBLE FOR THE TIMELY INSTALLATION OF MAINTENANCE AND WE SHALL HAVE NO LIABILITY FOR ANY ISSUES WITH THE LICENSED SOFTWARE, OR FOR ANY CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES WHICH YOU INCUR AS A RESULT OF YOUR FAILURE TO DO SO.

9. Indemnification

- 9.1. Indemnification by You. To the extent permitted by applicable law, You shall commit to defend, indemnify and hold harmless Aerodyne, its partners, directors, officers, agents, and employees, against any damages, claims, liabilities, losses, or expenses (including legal costs) arising from or related to any third-party claim, legal action, or allegation resulting from Your breach of the EULA. Your responsibilities are contingent upon the following conditions: (i) Aerodyne must provide You with written notice of such claim; (ii) Aerodyne must extend reasonable cooperation to You, at Your cost, for the defense and resolution of such claim, legal action or allegation. You may not reach any settlement under this Clause 9.1 without obtaining prior consent from Aerodyne.
- 9.2. Indemnification by Aerodyne. In the event that a third party asserts claims against You, alleging infringement of their purported intellectual property rights due to Your Use of the Licensed Software in accordance with the EULA, You must (i) promptly notify Aerodyne in writing of such claims, (ii) grant Aerodyne the authority to handle the defense, including reaching a settlement, and (iii) reasonable assist Aerodyne in its efforts. Under these circumstances, You will assume assist Aerodyne in its efforts. Under these circumstances, Aerodyne will assume responsibility for the defense, covering its own expenses, and will indemnify You for any costs and damages ultimately awarded by a competent court of law.

- 9.3. However, if it becomes apparent, in Aerodyne's judgment, that the Licensed Software either do or could potentially infringe upon the intellectual property rights of third parties, Aerodyne, at its discretion, may take either of the following actions: (i) make modifications at its own cost to rectify the potential infringement of the said intellectual property rights, or (ii) initiate negotiations to secure the necessary rights from the relevant authorised third party. If these measures do not achieve the desired outcome despite diligent and reasonable efforts, Aerodyne reserves the right to reclaim the Licensed Software.
- 9.4. In such an event, You will be entitled to a partial refund of the paid Licensed Fees, subject to a deduction to cover any interim Usage and applicable reseller margin (if any). Aerodyne will be relieved of the aforementioned obligations if an intellectual property rights claim arises due to Your alterations to the Licensed Software or Your Use of them in conjunction with other software or under conditions not agreed upon in Your Subscription Order.

10. Data Privacy

- 10.1. Consent. By accepting this EULA and utilizing the Licensed Software, You provides consent to the processing and controlling of Your and Your Authorised Users' personal data by Aerodyne in accordance with the terms of this EULA, Aerodyne's Privacy Notice (accessible at <PRIVACY NOTICE LINK>).
- 10.2. When handling personal data as outlined in this EULA, Aerodyne will assume either the role of processor or a controller. More specifically, Aerodyne will act as Your processor under the following circumstances: (i) concerning any personal data of third parties present in the Content shared or provided to Aerodyne through the Licensed Software, and (ii) to the extent that You grant licenses for the Use of the Licensed Software to Authorised Users (including Your employees and other individuals acting on Your behalf and following instructions). In these situations, the processing of personal data by Aerodyne will be subject to Aerodyne's Privacy Notice, that shall be executed between yourself and Aerodyne before using and accepting to the terms and condition of this EULA.
- 10.3. Data Security. Aerodyne shall implement suitable technical and organizational measures to ensure the security and confidentiality of Your and Your Authorised Users' personal data in accordance with law and regulations applicable to You or Your Authorised User..
- 10.4. User's Data Rights. As a Data Subject, You have the right to request access, rectification, erasure, or restriction of Your personal data, and the right to object data processing to the extent that does not circumvent the functionality of the Licensed Software. You may exercise these rights or for more information You may contact Aerodyne's Designated Data Protection Officer ("DPO") at dpo.aerodyne@aerodyne.group.
- 10.5. Data Transfers. Aerodyne may transfer personal data to its Affiliates or third-party service providers situated in countries outside the European Economic Area (EEA). Such transfers will be executed in compliance with applicable laws and regulations including the GDPR.

- 10.6. Data Breach Notification. In the event of a data breach involving personal data processed by Aerodyne, Aerodyne will notify You as required by the laws and regulations applicable to you as a data subject and take necessary measures to mitigate the breach.
- 10.7. Data Deletion. Upon termination of this EULA, Aerodyne shall delete or return all personal data to You, unless otherwise mandated by applicable law.
- 10.8. Data Protection Officer. Aerodyne has designated a Data Protection Officer (“**DPO**”) who can be contacted at dpo.aerodyne@aerodyne.group for any queries or concerns related to data protection.
- 10.9. Updates. Aerodyne may revise this Clause 10 from time to time to reflect changes in data protection laws or its data processing practices. You will be informed of any substantial alterations.

11. Limitation of Liability

- 11.1. DIRECT DAMAGES. IRRESPECTIVE OF THE LEGAL GROUNDS FOR YOUR CLAIM, AERODYNE’S TOTAL LIABILITY TO YOU FOR DIRECT DAMAGES ARISING FROM OR RELATED TO THE EULA SHALL NOT EXCEED THE FEE INVOICED BY AERODYNE TO YOU IN THE TWELVE (12) MONTHS PRECEDING THE MONTH OCCURRENCE OF THE DAMAGES.
- 11.2. INDIRECT DAMAGES. UNDER NO CIRCUMSTANCES, IRRESPECTIVE OF THE LEGAL FOUNDATION FOR YOUR CLAIM, SHALL AERODYNE, ITS OFFICEERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND/OR APPROVED SOURCES BE HELD RESPONSIBLE TO YOU OR ANY THIRD PARTIES IN CONNECTION WITH THE EULA FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR INFORMATION, BUSINESS INTERRUPTION, DAMAGE TO NETWORKS, EQUIPMENT, OR HARDWARE, UNAUTHORISED ACCESS TO YOUR DATA, OR THE COST OF ACQUIRING SUBSTITUTE GOODS OR TECHNOLOGY.
- 11.3. FURTHER, INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT. TO THE EXTENT REQUIRED BY APPLICABLE LAW, AERODYNE’S COMPLETE LIABILITY REMAINS UNEFFECTED FOR DAMAGES RESULTING FROM INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT.

12. General Provisions

12.1. Compliance with Laws.

- 12.1.1. Anti-Bribery. You shall: (i) comply with all applicable laws and/or regulations in connection with Your Use of the Licensed Software and this EULA, including but not limited to applicable laws relating to anti-bribery, anti-corruption and tax evasion (“Relevant Requirements”); (ii) not engage in any conduct which could constitute an offence under the Relevant Requirements; (iii) not do, or omit to do, any act that may lead to us being in breach of the Relevant Requirements; and (iv) have and maintain in place for the duration of this EULA Your own policies and procedures to ensure compliance with the Relevant Requirements; and

- 12.1.2. Sanctions. You hereby confirm that: (i) You shall, at all times for the duration of this EULA, conduct Your business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities including but not limited to the Office of Foreign Assets Control (OFAC), the UN, the UK and EU; (ii) neither You nor any of Your Affiliates is named on any “denied persons list” (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor are You or any of Your Affiliates owned or controlled by a politically exposed person; and (iii) You have and shall maintain throughout the duration of this Agreement appropriate procedures and controls to ensure and be able to demonstrate Your compliance with this Clause 12.1.2. You shall not permit Unauthorised Users to access and/or Use the Licensed Software in violation of any export restrictions in any jurisdiction or any sanctions law or regulation or in any Restricted Territories. The Licensed Software may not be exported to any U.S. embargoed countries or to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. Such access and/or Use is not permitted by Aerodyne and shall constitute a material breach of this EULA, and where we are aware of or suspect You (or any of Your Authorised Users) to be accessing, using, permitting or otherwise facilitating such access and/or Use in any Restricted Territory in breach of such laws or regulations, Aerodyne may immediately suspend the provision of Maintenance, Upgrade and Customer Support and investigate any potential breach. You will promptly notify us if either You or any of Your Affiliates or Your Authorised Users has violated, or if a third party has a reasonable basis for alleging that You or any of Your Affiliates has violated, this Clause 12.1.2. In the event that we have grounds to suspect that You are accessing and/or using the Software in violation of this Clause 12.1.2, You shall provide us with Your full cooperation and assistance in respect of Your access and/or Use of the Licensed Software and in respect of Your compliance with this Clause 12.1.2. You shall indemnify (and keep indemnified) Aerodyne and our officers, directors, employees, attorneys and agents against any claims, costs, damages, losses, liabilities and expenses (including attorneys fees and costs) arising out of or in connection with Your (or Your Users) breach of this Clause 12.1.2.
- 12.2. Entire Agreement. This EULA constitutes the entire EULA between the parties regarding the Use of the Licensed Software and supersedes all prior or contemporaneous agreements, negotiations and discussions (whether written or oral) between the parties regarding the subject matter herein. If any of the term of this EULA is found to be invalid or unenforceable, the remaining provision will remain affective. Any failure on Aerodyne's part of not enforcing any right or provisions in this EULA, will not constitute a waiver of such provision, or any other provision of this EULA. The parties acknowledge that in entering onto this EULA they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this EULA. Nothing shall limit or exclude either party's liability for fraud and/or for beach under Clause 12.1.
- 12.3. Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent fulfilment or performance of any terms or provisions of the Agreement are delayed or prevented by a Force Majeure Event.

12.4. Variations. From time to time, Aerodyne reserves its right to amend the terms of this EULA at any time in its sole discretion. Aerodyne will notify You of any material changes to the terms of this EULA by posting a notice of change on any amendment(s) on the Account, or by sending You an e-mail at the e-mail provided by You, if any, unless You have expressly stated Your objection to this communication channel. By continuing to access or Use Licensed Software after we have provided You with such notice of a change, You are indicating that You agree to be bound by the modified terms. If the changes are not acceptable to You, then You must notify us within fourteen (14) days after receiving notice of the change. If we cannot accommodate Your objection, then the prior terms shall remain in force for the duration of this EULA. All notified amendment to this EULA will be effective twenty (20) days following such notice of change. If You do not agree to or cannot comply with any of such notice of change You may terminate the EULA under Clause 7 and You shall not be entitled to any refunds of unused periods.

12.5. Notices. Except as otherwise specified in this EULA, any formal notice required to be given under this EULA will be in writing and will be sent by pre-paid mail or recorded delivery or by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by: (i) pre-paid mail, forty-eight (48) hours after posting; or (ii) recorded delivery on the next business day; or (iii) email at 09:00. a.m. on the next business day in Kuala Lumpur Malaysia after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct). Business day shall exclude all gazetted Public Holidays in Kuala Lumpur Malaysia.

12.6. Governing law and jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Malaysia. Each party irrevocably agrees that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including noncontractual disputes or claims).

13. **Definitions and Interpretation**

13.1. Interpretation. In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) “including” and “includes” and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer software industry, (d) references to a person include an individual, a body corporate and an unincorporated association of persons; (e) use of the singular shall be treated as including the plural and vice versa; and (f) a reference to writing or written includes email but not faxes.

13.2. Definitions

“Account”	means the complete registration and subscription of the Licensed Software by an End-User with Aerodyne;
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“Aerodyne”	collectively means (i) Aerodyne Geospatial Sdn Bhd (1012585-K) the master and Authorised developer and distributor of the Licensed Software who has the authority to control, modify and distribute the Licensed Software in accordance with applicable laws and regulations and (ii) Aerodyne Future Sdn Bhd (Company No.: 202301002889 (1496808-U)) the legal and beneficial owner and proprietor of the Licensed Software that holds the exclusive rights, title, and licensing’s rights and ownership of the Licensed Software.
“Our Affiliate”	means any entity that directly or indirectly controls, is controlled by, or is under common control of Aerodyne. “Control” means the ownership or control (whether directly or indirectly) of at least 50% of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate of Aerodyne only so long as such control continues;
“Authorised Users”	means (i) if the Customer is an individual, only the individual; (ii) If the Customer is a legal entity, any current employees, agents, representative or temporary workers authorised by the Customer to use the Licensed Software solely for the support of the Customer’s internal business provided that such access and use shall be limited to their provision of services and in the scope of their employment or assignment; or (iii) in any other case subject to written consent by Aerodyne.
“Commencement Date”	means the date you indicate your acceptance of this EULA or the date you access and use the Licensed Software for the first time, whichever date is earlier;
“Customer Data”	means the data, information or material provided, inputted, processed or submitted by you (or by your Authorised Users on your behalf) into the Licensed Software;
“Customer”	means an individual or an entity that subscribes or purchases the Licensed Software from Aerodyne;
“Documentation”	means the online or written user guides, specifications and manuals regarding the Licensed Software, Support and Upgrades made available by us, and any updates thereto, but excluding marketing materials and sales publications;
“End-User” or “You” or “Your”	means (i) the Customer or (ii) Authorised User;
“Force Majeure Events”	means an act of God (e.g. a natural disaster, accident or epidemic) or another event outside of a party’s

reasonable control (e.g. acts of war, terrorism, government or regulatory authority or by another third party outside the party's control);

“Input Content”

means any input content created by You and/or Your Authorised Users which is uploaded to or processed by the Licensed Software.

“Intellectual Property Rights”

means rights recognised by any jurisdiction with respect to intellectual work product including, without limitation, patent rights (including priority rights), design rights, copyrights (including moral rights), trade secret rights, trademarks, service marks, know-how and domain name rights.

“License Fees” or “Fees”

means the licence fees payable by you to us (or your Reseller) for the right to use the Software, as more particularly set out in your Subscription Order;

“License” or “Licensed Software”

Means the rights granted to You under the terms and condition of the EULA, as further defined under Clause 2.

“Licensed Software”

means the software application and/or Software as a Service (SaaS) used and/or subscribed to by you as described in the Subscription Order;

“Maintenance”

means updates, upgrades, enhanced and new functionality, patches and fixes for the Software that we (or your Reseller) may provide or make available to you as more particularly set out in the Documentation;

“Operation Sites”

means the business premises at which you install the Licensed Software as stated in Subscription Order.

“Output Content”

Means any content which includes but not limited to files, design, models, data, pictures, documents or similar material, generated by You and/or Authorised Users by processing the Input Content through or as a result of Your Use of the Licensed Software.

“Privacy Notice”

means our Privacy Notice posted on <https://aerodyne.group/pdpa.html> (or such other URL as notified to you) as amended from time to time;

“Renewal Term”

Unless otherwise specified in the EULA, the automatically renewal for subsequent term of twelve (12) months.

“Reseller” or “Distributor”

means Our Affiliate or an independent third party authorised or certified by us to act as a partner or distributor of the Licensed Software;

“Restricted Territories”	means: (i) Cuba, Sudan, Iran, North Korea, Syria and the territory of Crimea / Sevastopol; and (ii) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, the U.S, United Nations or elsewhere;
“Scope of Use”	means the purpose of Use described by You in the Subscription Order;
“Software Usage Agreement”	means collectively (i) this EULA; (ii) Terms of Service; and (iii) Privacy Notice and Consent
“Subscription Order”	means the document evidencing your order in respect of the Licensed Software;
“Third-Party Provider”	means the provider of a Third-Party Service;
“Third-Party Service(s)”	means any product(s) (e.g. Apps, software, or forms), tool(s) (e.g. integration or development tools) or service(s) (e.g. cloud services, hosting, implementation, configuration, development or accounting services) provided by a party other than Aerodyne or our subcontractors;
“Upgrade”	Means any new release version of the Licensed Software as per Clause 3, including without limitation to the updates, upgrade, bug fixes, error corrections, enhancements and other modifications to the Licensed Software and backup copies thereto.
“Use” or “Usage” or “Using”	Means to download, install, activate, access, operate or otherwise use the Licensed Software for the defined purposes as set out in the Subscription Order.
“we” “us” or “our”	means Aerodyne;
“you” or “your”	means the person accepting this Agreement, provided that if such acceptance is on behalf of a company or other legal entity then: (i) the person represents that they have the authority to bind such entity and its Affiliates to the terms of this Agreement; and (ii) “you” and “your” and “Customer” refers to such entity and its Affiliates (to the extent that Users who are employed or who are otherwise engaged as consultants, contractors or agents by Affiliates access and use the Software)
“Your Devices”	Means the devices that You legally own or control and solely for the purposes set out in the Subscription Order.