

VOLIRO



General Terms and Conditions

dated 01 September 2024

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(the **Voliro**)



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1. Fundamentals and Scope of Application

- (a) These General Terms and Conditions (**GTC**) govern the relationship (including negotiation/conclusion, content and fulfilment of contracts) between Voliro Inc. and its (potential) customers (each a **Customer**) regarding the Voliro T and/or the Software (as defined in section **1(b)** of the GTC). General terms and conditions of Customer or agreements that deviate from the GTC are only valid if they have been accepted in writing in advance by Voliro.
- (b) Voliro Inc. (**Voliro**) and its Affiliates (including Voliro AG) and its and their licensors developed a flying robotic platform (the **Platform**) which may be equipped with tools (the **Tools**; the Platform and the Tools together, the **Voliro T**). Moreover, Voliro provides software for the use of the Voliro T (the **Apps**) and operates a cloud platform (**myVoliro**; the Apps and myVoliro together, but excluding any Third Party Software (as defined in section **11(b)** of the GTC), the **Software**). The Voliro T and the Software are provided to Customer pursuant to the specifications agreed in the Contract (as defined in section **2(d)** of the GTC).

2. Order Form and Conclusion of Contracts

- (a) Upon potential Customer's request, Voliro provides an order form to the requesting potential Customer. Such order form includes, among other, the offered products and/or services, the place of delivery of the Voliro T, the approved country(ies) of operation (of the Voliro T and the Software), the estimated lead time for the Voliro T to be handed over to the carrier, as well as the associated prices. Unless otherwise stated in the order form, order forms are valid for 30 calendar days from their issuance. Order forms automatically become non-binding after the expiry of their validity.
- (b) Prices and fees are quoted net (excluding all applicable taxes and duties) and in the currency specified in the order form.
- (c) Unless otherwise explicitly stated in the order form, the prices and fees quoted by Voliro are fixed prices and fees for the products and/or services explicitly quoted by Voliro. If the scope of products and/or services needs to be adjusted, Customer shall be charged for such adjustments in full.
- (d) If potential Customer would like to accept the order form, potential Customer shall inform Voliro of the acceptance in writing during the period of validity of the order form. If Customer accepts the order form in due form and time, a contract (the



Contract) is concluded between Voliro and Customer. This GTC are integral part of the Contract.

3. Prices and Fees, Invoicing and Payment Conditions

- (a) The prices and fees for the products and services are set out in the Contract and are stated net (excluding all applicable taxes and duties) and in the currency specified in the Contract.
- (b) Under the subscription model, Voliro shall invoice the subscription fees annually in advance.
- (c) Invoices from Voliro shall be paid by Customer within 15 calendar days of the invoice date in accordance with payment terms set forth in the invoice. Any objections to invoices shall be notified to Voliro in writing within 5 calendar days of receipt of the invoice, otherwise invoices shall be deemed to have been accepted.
- (d) Deductions from invoiced amounts are not permitted. Customer waives the right to offset claims against counterclaims that have not been expressly accepted by Voliro in advance.
- (e) If Customer fails to meet the payment deadline, Customer shall be in payment default from the due date without the need for a reminder and shall owe Voliro a default interest of 1.5% per month, or if lower, the highest rate permitted under applicable law. Voliro reserves the right to claim further damages. Furthermore, Voliro is entitled at any time until due payment to withhold performance, to demand security for the invoiced amount, and/or to withdraw from the Contract and reclaim the Voliro T (this shall also apply in the event of bankruptcy, moratorium, receivership, liquidation or any circumstances that are likely to substantially affect Customer's ability to carry out Customer's obligations under the Contract). In addition, Voliro reserves the right, without any further notice, to remotely disable Customer's to use the Voliro T and/or the Software in whole or in part.

4. Affiliates

- (a) For the purposes of these GTC, an **Affiliate** is any person or entity that directly or indirectly controls or is controlled by or is under common control with the Customer. **Control** means the direct or indirect power to direct or cause the direction of the



management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

The Voliro T and/or the Software may be used by Customer's Affiliates. However, the Voliro T and the Software shall only be used in the approved country(ies) of operation as indicated in the order form. Furthermore, Customer shall ensure that any Affiliate using the Voliro T and/or the Software complies with the Contract between Customer and Voliro. Customer shall be liable for any acts and/or omissions of its Affiliates as for its own acts and/or omissions. Notwithstanding the foregoing, Affiliates shall have no rights and/or claims against Voliro.

5. Delivery of the Voliro T

- (a) The estimated lead time for the Voliro T to be handed over to the carrier is indicated in the order form and is a mere estimation. Voliro shall only be in default if the handing over of the Voliro T is not made within an additional deadline set by Customer in writing. Such an additional deadline shall not be shorter than 14 calendar days.
- (b) Unless otherwise stated in the order form, delivery of the Voliro T by Voliro, its Affiliates or a designated third-party to Customer shall be DAP (Incoterms 2020) to the place indicated in the order form.
- (c) Customer shall inspect the Voliro T within 15 calendar days after delivery and shall notify Voliro in writing of any defects within this inspection period. Voliro will work with Customer in good faith to resolve any defects identified by Customer during the inspection period that are confirmed by Voliro. If Customer fails (i) to inspect the Voliro T and/or (ii) to notify Voliro of any defects within the inspection period, the Voliro T shall be deemed to have been free of any apparent defects. The same applies if the Voliro T is put into operational use without prior inspection.

6. Ownership of the Voliro T

- (a) Ownership of the Voliro T shall remain with Voliro, its Affiliates and/or its or their licensors, and Voliro hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, remunerable and limited right to use Voliro T in the approved country(ies) during the contractual term solely in accordance with the terms of this Contract. For clarity, Customer is only receiving a license to use Voliro T during the



applicable contract term; there is no transfer of ownership of Voliro T or any of its component parts to Customer.

- (b) Voliro is herewith authorized by Customer to register such reservation of ownership with any competent authority. Customer shall provide all necessary assistance (including any consent) required for the establishment and/or for the enforcement of the reservation of ownership and abstain from any actions and/or omissions, which could negatively affect the reservation of ownership and/or its enforcement.
- (c) Without limitation to any other use restrictions in relation to the Voliro T in the Contract, Customer shall not (i) remove, alter obscure or otherwise tamper with any labeling affixed to the Voliro T which indicates Voliro's or its Affiliates' or its or their licensors' ownership of the Voliro T and/or (ii) reverse engineer, decompile or disassemble the Voliro T.

7. Export Restriction

Customer herewith represents and warrants to Voliro that (i) Customer and its Affiliates in the approved country(ies) are the ultimate end user of the Voliro T and/or the Software and not subject to any sanctions or designated as a prohibited or restricted party under any applicable trade control laws, including without limitation the List of Specifically Designated Nationals and Blocked Persons or on any other list of sanctioned, prohibited, or restricted parties administered by the U.S. Treasury Department's Office of Foreign Asset Control (**OFAC**), and are not located in, a national or resident of, or a segment of the government of any country or territory for which the United States maintains trade or economic sanctions or embargoes or that has been designated by the U.S. government as a "terrorist supporting" region, (ii) the Voliro T and/or the Software is used for civil purposes only and (iii) Customer will (and will cause its Affiliates to) comply with all applicable import, export, sanction and other trade control laws, including without limitation the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by OFAC, and the International Traffic in Arms Regulations maintained by the U.S. State Department.

8. Authorization to Fly and Training

The Voliro T shall only be flown by persons certified by Voliro in accordance with Voliro's certification process (i.e. Pilot training).



9. Duty of Care and Maintenance of the Voliro T

- (a) Customer shall perform the everyday maintenance of the Voliro T (e.g. external cleaning, charging batteries) at Customer's own costs and expenses.
- (b) Voliro may instruct Customer (generally or in individual cases) how to maintain the Voliro T. Customer is bound by the respective instructions and shall perform such maintenance activities at Customer's own costs and expenses.
- (c) Customer shall under no circumstances (not even for the maintenance) open the casing of the Voliro T. Any violation of this clause is considered a breach of the Contract.
- (d) Repairs to the Voliro T (irrespective of the reason why they are necessary) shall generally be carried out by Voliro. Customer can carry out minor repairs upon Voliro's approval and in accordance with Voliro's guidance case by case.
- (e) Voliro, at its own discretion, may remotely conduct, health checks on the Voliro T and update the Apps. Customer shall ensure that the Voliro T is connected to the internet for such health checks and updates at least every 30 calendar days or upon Voliro's first request. Available updates to the Apps provided with Voliro T shall be installed by Customer upon first request by Voliro (but in no case later than 60 calendar days after the download).
- (f) For preventive maintenance and calibration, the Voliro T shall be returned to Voliro on an annual basis. Voliro shall organize the transportation from Customer to Voliro and provide Customer with respective information (in particular the date and time of Customer's handover of the Voliro T to the carrier selected by Voliro) which shall be binding for Customer. Voliro shall assume the transport costs and expenses for the return transport. However, Customer shall (at Customer's costs and expenses) adequately pack the Voliro T for transport and shall assume liability for any damages incurred due to inadequate packaging. Upon Customer's request Voliro shall provide Customer with a replacement Voliro T for the maintenance and calibration period. Sections **5(b)** and **5(c)** of the GTC apply to the replacement and/or maintained and calibrated Voliro T mutatis mutandis. After the maintenance and calibration period, Voliro may, at its free discretion, either return the maintained and calibrated Voliro T or leave the replacement Voliro T with the Customer.



10. Data Processing

- (a) All data recorded by the Voliro T during Customer's use is transmitted to myVoliro. Customer is the legal owner of this data. To the extent Voliro processes data on behalf of the Customer and such data is personal data, the data processing addendum under <https://voliro.com/data-processing-agreement/> shall apply. In the event of a conflict between the data processing addendum and the GTC, the data processing addendum shall prevail.
- (b) Data or information generated for or uploaded by or on behalf of Customer to the Software (**Customer Data**) shall not contain infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that may (i) violate privacy or intellectual property rights; (ii) disrupt the performance of the Software; or (iii) create a security risk for the Software or other users of the Software. Customer Data shall not contain or transmit, and in using the Software Customer shall not submit or transmit, any invalid data, viruses, worms, or other software agents. If Voliro has reason to believe that a violation of this section **10(b)** of the GTC has occurred or is likely to occur, Voliro may disable access to or remove such data or – in case of repeated infringement – suspend Customer's use of the Software as appropriate. Voliro will inform Customer, unless prohibited by applicable law, of any such measure.
- (c) Customer herewith grants to Voliro a non-exclusive, royalty-free, worldwide, transferable, sub-licensable (through multiple tiers), irrevocable, perpetual license to use all data recorded by the Voliro T on an aggregated basis (i) to analyze and/or use such data for development, maintenance and/or improvements of existing or new products and/or services of Voliro, (ii) for market research purposes and/or (iii) to prevent, detect or correct security issues in relation to Voliro's products and/or services. Voliro may provide third parties, subject to written agreements between Voliro and such third parties, access to the aggregated data.
- (d) Customer undertakes to comply with all applicable data protection laws and regulations in its use of the Voliro T and/or the Software.

Voliro's privacy policy provides information about Voliro's use of (personal) data.

Voliro's privacy policy is available at the following link:

<https://voliro.com/privacy-policy/>.

- (e) VOLIRO TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CUSTOMER DATA. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR CUSTOMER DATA AND THE CONSEQUENCES OF SUBMITTING, POSTING, DISPLAYING, PROVIDING, SHARING, OR



OTHERWISE MAKING IT AVAILABLE ON OR THROUGH THE SOFTWARE, AND CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT VOLIRO IS ACTING ONLY AS A PASSIVE CONDUIT FOR SUCH CUSTOMER DATA.

11. Software

- (a) Voliro grants to Customer the non-exclusive, non-transferable, non-sublicensable, remunerable and limited right to use the Software in the approved country(ies) during the contractual term and to have the Software used by Customer's Affiliates for their internal business purposes; in each case through Customer's and/or Customer's Affiliates employees or contractors (together the **Authorized Users**) to the extent necessary to operate the Voliro T and/or to analyze data recorded by the Voliro T on myVoliro. Customer assumes full liability for any acts and/or omissions of the Authorized Users or any other individual using the Software through Customer's account.
- (b) The use of Third Party Software shall be subject to the terms and conditions of the third party licensor and Voliro disclaims, to the extent permitted by mandatory law, any responsibility or liability in relation to such Third Party Software. **Third Party Software** means any software (including proprietary, freeware and open-source software) licensed by Voliro from a third party and provided by Voliro for use of the Voliro T and/or the Software and their respective terms and conditions listed on <https://voliro.com/third-party-software/>.
- (c) Voliro shall be entitled to limit or suspend Customer's access to the Software in case of material non-compliance of Authorized Users with the Contract or as required to comply with applicable law or any order of a competent authority. Section **10(b)** of the GTC applies mutatis mutandis.
- (d) Voliro, its Affiliates and/or its or their licensors exclusively and unrestrictedly retain ownership of all intellectual property rights in the Software (including any updates, upgrades, patches, hotfixes, or other releases).
- (e) Use of the Software by Authorized Users may require creating one or more user accounts. This may require the full and truthful registration of each Authorized User and their acceptance of the applicable terms and conditions for the use of the Software. For registration purposes, the data reasonably required by Voliro (e.g. name, e-mail address, password) must be provided by each Authorized User. User accounts and user account credentials are personal and shall not be shared. Customer is solely responsible for the activity that occurs on the user accounts of its Authorized Users. Voliro will not be liable



for, and Voliro expressly disclaims liability for, any losses caused by unauthorized use of an Authorized User's account. Customer shall promptly notify Voliro of any breach of security or unauthorized use of the user account of any Authorized User. Voliro reserves the right to verify Authorized Users' information and identity at any time. If Voliro has legitimate doubts as to the identity of any Authorized User, it may suspend or block the user accounts in question without owing compensation.

- (f) Voliro shall grant Authorized Users access to myVoliro during the contractual term by means of remote network connection (cloud solution). myVoliro is not installed on Authorized Users' IT systems. Customer shall be solely responsible for obtaining all system requirements necessary to access and use the Software at Customer's sole expense. Any such requirements are subject to change at the discretion of Voliro. Voliro is not responsible for problems, conditions, delays and/or failures ensuing from Authorized Users' non-compliance with the system requirements. Furthermore, the establishment and maintenance of the network connection between Authorized Users' IT systems and Voliro's data center access point is beyond Voliro's sphere of responsibility. Customer shall ensure that its Authorized Users use state of the art end user devices and software applications to establish a network connection to myVoliro; any hardware requirements are subject to change at the discretion of Voliro.
- (g) Voliro does not guarantee, warrant or undertake that myVoliro meets a certain availability. Without limitation, myVoliro may not be available during scheduled or emergency maintenance windows or Force Majeure Events (as defined in section **18** of the GTC). In case of unplanned service downtime, Voliro shall endeavor to (i) notify Customer thereof as soon as possible and (ii) to provide reasonable updates on the progress of restoring the service, including when myVoliro is available again.
- (h) In its sole judgment and discretion, Voliro may provide Customer with updates, upgrades or other releases of the Software. In doing so, Voliro may change the features and functionalities of the Software, provided that such changes shall not materially impair the functionality or performance of the Software.
- (i) Customer shall not (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise make the Software available to any third party; (ii) modify, alter, copy (in particular by the use of automated systems or software to systematically extract data), adapt, translate, reverse engineer, decompile, disassemble or create any derivative works based on the Software; (iii) frame or mirror any content forming part of the Software; (iv) attempt to determine or discern the source code for any part or all of the Software; (v) attempt to defeat any digital-rights management, security, anti-piracy or other technological protection measures of the Software; (vi) use the Software or services in any manner that exceeds the scope of use permitted in the



Contract; or (vii) collect or harvest any information, including personal information, from the Software.

- (j) Voliro has established and maintains commercially reasonable technical and organizational measures designed to protect the Software and Customer's data.
- (k) Except for the limited rights expressly granted in the Contract, Customer is not granted any rights in relation to the Software.

12. Use of the Voliro T and the Software; Feedback

- (a) Customer shall only use the Voliro T and the Software in accordance with the Contract and all applicable laws and regulations and without infringing any third party rights. Voliro may issue further binding guidelines for the use of the Voliro T and/or the Software. Customer is bound by such guidelines and Voliro may change such guidelines at any time at Voliro's own discretion.
- (b) To the extent Customer provides Voliro with any suggestions, recommendations, or other feedback related to Voliro T, the Software, or any other product or services of the Company (collectively, **Feedback**), you hereby assign to us all rights (including all intellectual property rights), title, and interest in and to the Feedback. Accordingly, Voliro and its Affiliates are free to use the Feedback and any ideas, know-how, concepts, techniques, and/or other intellectual property contained in the Feedback, without providing any attribution or compensation to Customer or any third party, for any purpose whatsoever, although Voliro is not required to use any Feedback. Feedback is deemed to be the Company's Confidential Information (as defined below). Customer acknowledges that, by Voliro's acceptance of Customer's submission of Feedback, Voliro does not waive any rights to use similar or related ideas previously known to Voliro, or developed by Voliro's or its Affiliates' employees or contractors, or obtained from sources other than Customer.

13. Support

Support enquires to the Voliro support shall be made in English and by e-mail to support@voliro.com only. Voliro does not accept any other forms of support enquires. Voliro reserves the right to charge Customer for extensive/frequent support requests.



14. Warranty and Limitation of Warranty

- (a) During the contractual term, Voliro warrants that the Voliro T meets the technical specifications as described in the respective technical specification sheets. To assess the adequacy of these technical specifications for Customer's intended use is at the sole responsibility of Customer. Voliro further warrants that the Customer's use of the Voliro T in compliance with the Contract does not, to Voliro's knowledge, infringe the intellectual property rights of third parties.
- (b) If a warranty claim regarding the Voliro T is at Voliro's reasonable discretion justified, Voliro shall provide Customer with a replacement Voliro T within a reasonable period of time. In case of an infringement of the intellectual property rights of third parties, Voliro shall remedy such infringement within a reasonable time by means of a fix (including provision of a workaround). The period between Customer's warranty claim (if justified) and the Customer's receipt of the replacement Voliro T shall be added to the contractual term at no additional costs to Customer. Any further remedies are, to the extent permitted by applicable law, excluded. In particular, Customer's right to claim damages, to withdraw from the Contract and/or reduce prices and/or fees are expressly excluded. Sections **5(b)** and **5(c)** of the GTC apply to the replacement Voliro T mutatis mutandis.
- (c) During the contractual term, Voliro warrants that (i) it has the necessary legal or regulatory authorizations to provide the functionality of the Software to Customer; and (ii) the use of the Software in compliance with the Contract does not, to Voliro's knowledge, infringe the intellectual property rights of third parties. Voliro does not warrant that the Software shall be provided uninterrupted or error-free. Voliro excludes, to the extent permitted by applicable law, any other warranty for the Software and in particular for the Software's fitness for Customer's intended use. Furthermore, Voliro's warranty for the Software shall not apply if the Software (i) is not used in accordance with the Contract or applicable law; (ii) is combined with other systems or services not supplied by Voliro provided that such combination results in the warranty breach; (iii) is modified by any party other than Voliro or (iv) is not used by the Customer in the version made available to Customer by Voliro.
- (d) If a warranty claim regarding the Software is at Voliro's reasonable discretion justified, Voliro shall remedy defects within a reasonable time by means of a fix (including provision of a workaround). Voliro may remedy defects by using remote means and for this purpose may remotely access Customer's data, systems and/or devices. Customer shall provide Voliro with such reasonably required access at Voliro's first request. If Customer is prevented from using the Software due to a defect, the period between Customer's warranty claim (if justified) and the Voliro's remediation of the defect shall be added to the contractual term at no additional costs to Customer. Any further remedies are, to the extent



permitted by applicable law, excluded. In particular, Customer's right to claim damages, to withdraw from the Contract and/or reduce prices and/or fees are expressly excluded.

- (e) Customer shall notify Voliro in writing of alleged defects immediately (in no case later than 15 calendar days) upon discovery, including a detailed description of such defects. Customer shall be liable for any costs and expenses incurred by Voliro due to late notification of any defect.
- (f) If any defect is claimed by Customer, but Voliro's defect inspection does not reveal any defect, Customer shall bear all costs and expenses incurred by Voliro in asserting the alleged defect (including reasonable third party costs and expenses incurred by Voliro). Customer shall bear the burden of proof for the existence of a defect.
- (g) EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION **14**, VOLIRO T, THE SOFTWARE, AND ALL DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY VOLIRO ARE PROVIDED "AS IS." VOLIRO 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. WITHOUT LIMITING THE FOREGOING, VOLIRO MAKES NO WARRANTY OF ANY KIND THAT VOLIRO T OR THE SOFTWARE, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.
- (h) Customer represents and warrants to Voliro that (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or other organization, (ii) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants under this Contract, (iii) the execution of this Contract by its representative has been duly authorized by all necessary corporate or organizational action, and (iv) Customer's data and Voliro's use of such data as contemplated herein do not and will not violate any applicable law and do not and will not infringe any rights of any third party, including without limitation intellectual property rights and privacy rights.

15. Audit

To verify Customer's compliance with the Contract, Voliro reserves the right to audit Customer's use of the Voliro T and/or the Software upon reasonable notice. Customer agrees



to maintain accurate records of the use of the Voliro T and the Software for such purpose, to grant Voliro access to all relevant records and systems and to fully cooperate with Voliro during such audits.

16. Liability and Limitation of Liability

- (a) EXCEPT FOR VOLIRO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL VOLIRO, OR ANY OF ITS AFFILIATES OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (I) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (II) LOSS OF GOODWILL OR REPUTATION, (III) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR VOLIRO T, (IV) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (V) COST OF REPLACEMENT GOODS OR SERVICES, OR (VI) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) EXCEPT FOR VOLIRO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF VOLIRO, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS AND SERVICES PROVIDERS ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- (c) Liability for Third Party Software is excluded pursuant to section **11(b)** of the GTC.

17. Indemnification

Customer shall defend, hold harmless and indemnify Voliro from all third party claims against Voliro, including claims for reasonable legal expenses, which are the result of Customer's



non-compliance with the Contract and/or Customer's use of the Voliro T and/or the Software, unless caused by defects for which Voliro is responsible.

18. Force Majeure

- (a) A force majeure event is an unforeseeable event, circumstance or cause beyond the reasonable control of either of the parties (the **Force Majeure Event**), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. The affected party shall not be responsible for any failure or delay in performance of its respective obligations or for any loss, costs, damage, expense and penalty whatsoever to the extent due to a Force Majeure Event. Notwithstanding the foregoing, a party's inability to make payment due to lack of funds shall not be considered a Force Majeure Event.
- (b) On the occurrence of a Force Majeure Event, the affected party shall promptly give written notice to the other and shall be excused from performance of the affected obligations for so long as the Force Majeure Event and the effects thereof continue. The affected party shall make reasonable efforts to remove the Force Majeure Event and shall resume performance of its contractual obligations upon the cessation of such Force Majeure Event and the effects thereof.
- (c) If performance is still delayed or prevented by a Force Majeure Event after 180 calendar days from the date of first notification of the Force Majeure Event to the other party, either party may terminate the Contract by written notice to the other party and without any obligation to pay damages to the other party as a consequence of such termination.

19. Confidentiality

- (a) In connection with this Contract each party (as the **Disclosing Party**) may disclose or make available Confidential Information to the other party (as the **Receiving Party**). Subject to Section **19(b)**, **Confidential Information** means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's



technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing: all non-public information related to Voliro T and the Software are the Confidential Information Voliro.

- (b) Confidential Information does not include information that: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Contract; (ii) was or becomes generally known by the public other than by the Receiving Party's noncompliance with this Contract; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) the Receiving Party can demonstrate was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- (c) As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Contract;
 - (ii) except as may be permitted by and subject to its compliance with Section **19(d)**, not disclose or permit access to Confidential Information other than to its employees and contractors who need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Contract and are bound by confidentiality obligations at least as protective of the Confidential Information as the terms set forth in this Section; and
 - (iii) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its confidential information and in no event less than a reasonable degree of care.
- (d) If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or otherwise limit such disclosure.



20. Advertising and References

Voliro shall be entitled to use Customer's name, trademarks and logos to identify Customer as a reference customer, including but not limited to on the Voliro website, marketing materials and on Voliro's social media channels.

Upon prior written approval (e-mail sufficient), Customer shall be entitled to use Voliro's name, trademarks and logos to advertise the use of Voliro T, including but not limited to on their website, marketing materials and on social media channels.

In any case, Customer shall remove, neither actually nor via post-processing of materials such as photos, films and the like, any references, names or brands of Voliro from its products, including without limitation Voliro T, buildings etc., unless agreed otherwise.

21. Term and Termination

- (a) Unless otherwise stated in the order form, the initial term of the Contract (subscription period) is 12 months (the **Initial Term**). The Initial Term shall commence on the date on which Customer receives the Voliro T.
- (b) Unless terminated in writing by either party 30 days before the end of the Initial Term, the Contract shall be automatically extended by 12 months (an **Extension Term**). Each Extension Term is further extended by 12 months, unless terminated in writing by either party 30 days before the end of an Extension Term. In case of any automatic extension, Voliro may increase the prices for its products and/or services. If Voliro exercises this right, it shall notify Customer in writing at least 4 weeks before the extension. Customer may reject any price increase in writing within 15 calendar days of receipt of a respective notice. If the parties fail to achieve an agreement on a price increase, Voliro has the choice of (i) extending the Contract at the existing prices or (ii) not extending the Contract.
- (c) Each party may terminate the Contract for good cause at any time with immediate effect by written notice in case of a material breach or other important reason attributable to the other party, provided that the reason for termination is not remedied (if remediable) within thirty (30) calendar days after having given written notice to the other party.
- (d) Each party may terminate the Contract with immediate effect by written notice in case of bankruptcy, moratorium, receivership, liquidation with regard to the other party, or any circumstances that are likely to substantially affect the other party's ability to carry out its obligations under the Contract.



22. Effects of Termination

- (a) And the end of the contractual term, Customer shall cease the usage of the Voliro T and the Software. Subject to any data export periods under the data processing addendum following termination, Voliro reserves the right, without any further notice, to remotely disable Customer's ability to use the Voliro T and/or the Software at the end of the contractual term.
- (b) On the last day of the contractual term (or any later date specified by Voliro), Customer shall return the Voliro T to Voliro. Voliro shall organize the transportation from Customer to Voliro and provide Customer with respective information (in particular the date and time of Customer's handover of the Voliro T to the carrier selected by Voliro) which shall be binding for Customer. Voliro shall assume the transport costs and expenses for the return transport. However, Customer shall (at Customer's costs and expenses) adequately pack the Voliro T for transport and shall assume liability for any damages incurred due to inadequate packaging.
- (c) Within 15 calendar days after the Voliro T's arrival at Voliro, Voliro shall inspect the Voliro T for damages and other defects. These shall, at Voliro's discretion, be repaired at Customer's costs and expenses.
- (d) Customer's data on myVoliro remain archived on myVoliro for 12 months after the end of the contractual term. Within this period, Customer may request a download of the archived data. Voliro shall not assume any responsibility for the completeness, compatibility and usability of such data. Voliro may charge Customer for the associated costs and expenses (e.g. the time spent).

23. Amendments to the GTC

Voliro may amend the GTC any time. Customer shall be notified of any changes to the GTC in an appropriate manner. If Customer does not object in writing within 30 calendar days after notification, the new GTC shall be deemed to have been accepted by Customer. The date on which Voliro receives the objection shall determine whether the objection is made on time. In the event of a timely objection, Voliro has the right to (i) continue the Contract under the GTC in force before the intended amendment or (ii) to terminate the Contract as of (i) the end of the current term (being the Initial Term or the Extension Term) if this term has not already been extended or (ii) the end of such Extension Term if the current term has already been extended. Voliro shall exercise this right within 15 calendar days upon Voliro's receipt of Customer's



objection. Voliro shall not be liable for any costs and expenses incurred by Customer in connection with the termination of the Contract.

24. Miscellaneous

- (a) Wherever the Contract requires any notification, notice, consents, communication or the like to be «in writing» or «written», this shall also include written text exchanged electronically by e-mail without the need for a signature.
- (b) Notifications to Voliro shall be made in English and shall be sent to the following address:

Voliro Inc.
3302 Canal Street
Houston Texas 77003
Unites States
e-Mail: legal@voliro.com
- (c) The relationship between the parties is that of independent contractors. Nothing contained in this Contract will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties.
- (d) This Contract constitutes the sole and entire agreement of Voliro and Customer with respect to the subject matter of this Contract and supersedes all prior and contemporaneous understandings, and agreements with respect to such subject matter. Customer shall not assign rights and obligations arising out of or in connection with the Contract without Voliro's prior written consent. Voliro may assign rights and obligations arising out of or in connection with the Contract to third parties without the need for Customer's consent.
- (e) If any provision in the Contract between Voliro and Customer shall be or become invalid, illegal or unenforceable, the remainder of the Contract shall not be affected thereby. The invalid, illegal or unenforceable provision shall be replaced by a provision that achieves, as nearly as possible, the original intention of the parties.
- (f) No waiver of any term of this Contract will be deemed a further or continuing waiver of such term or of any other term, and Voliro's failure to assert any right or provision under this Contract will not constitute a waiver of such right or provision.



- (g) This Contract shall be governed by U.S. intellectual property laws and the substantive laws of the State of Delaware, to the exclusion of its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention, CISG).
- (h) The exclusive place of jurisdiction for all disputes and legal actions arising out of or in connection with this Contract shall be the federal courts located in New Castle County, Delaware, and Customer and Voliro each irrevocably submits to the exclusive jurisdiction of such courts. For Customers domiciled abroad, a venue for debt enforcement is also established at Voliro's registered seat. Notwithstanding the foregoing, Voliro may also exercise its rights before any other competent courts and/or authorities.
- (i) This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Contract delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.