

NOKIA DRONE NETWORKS END-USER TERMS

These Nokia Drone Networks End-User Terms (hereinafter the “**Agreement**”) govern the use of the Nokia Drone Networks platform (the “**NDN Platform**”) which includes the Software enabling the NDN Platform, NDN Equipment, and any patches, bug fixes, corrections, updates, and upgrades of the same.

This Agreement is legal and enforceable agreement between Nokia Innovations Ltd, or its Affiliate (“**Nokia**”) specified in the Order Confirmation document issued by Nokia or authorized Nokia Partner, and You as the individual, the company, or the legal entity that will be using the NDN Platform (referenced below as “**You**” or “**Your**”). Only agreeing to and complying with this Agreement grants You the right to use the NDN Platform. Nokia and You will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

By downloading, installing, or copying the Software, or using or operating the NDN Equipment You agree to the terms of this Agreement. If You do not agree to the Agreement, do not place an order, or otherwise indicate refusal and cease all use of the use NDN Platform.

1. **DEFINITIONS.** Unless otherwise defined in this Agreement, capitalized terms will have the meaning given below and such capitalized terms may be used in the singular or in the plural, as the context requires.

“**Cloud Environment**” means (i) the Data Center selected by You for the installation of Software, (ii) the reference hardware architecture of the Data Center, if and to the extent that Nokia does not deliver dedicated hardware with Software included in Order Confirmation, and (ii) any virtualization and/or orchestration software not supplied by Nokia running in the Data Center, all as described in the Documentation.

“**Documentation**” means written materials or graphic files (e.g., installation manuals, operating instruction manuals, user documentation, maintenance documentation, system documentation, promotional brochures, and materials useful for design) that are displayed or printed and that relate to or support the NDN Platform.

“**NDN Equipment**” means new and/or refurbished equipment and components and new and/or refurbished specialized hardware, such as Nokia unmanned aerial vehicles (“drones”), docking stations, and related parts and components made commercially available for sale by Nokia that enables use of the NDN Platform.

“**Order Confirmation**” means one or more of the following applicable documents which further defines Your license rights and subscriptions to the Software including, but not limited to: a Nokia license or maintenance subscription or a similar confirmation document issued by Nokia or its authorized reseller; or an authorized Nokia email confirmation; or an order confirmation receipt, that accompanies, precedes, or follows this Agreement.

“**Software**” means any software, computer program or code, algorithms, analytics, listing or related material in machine-readable or printed form (including third-party software and firmware), or any updates, upgrades, patches, fixes, enhancements, improvements, and modifications thereto, that are included as part of the NDN Platform or licensed separately, regardless of the form or media on which it is delivered (e.g., firmware, download, disc, etc.). Software will include, and be delivered only in object code form, unless otherwise specified in an applicable Order Confirmation.

2. **THE NDN PLATFORM.** The NDN Platform is intended for standard commercial uses (including but not limited to public safety use) and not designed or intended to be used or operated in conditions approved by the FAA You acknowledge that inappropriate use of the NDN Platform may result in death, injury, or damage to property, and You assume all risks and liabilities arising from such use. You agree not to modify, alter, tamper with, or repair the NDN Equipment without the written consent of Nokia, and not to use any unauthorized third-party equipment, software, or services with the NDN Platform. You agree not to override, disable, or interfere with any connectivity features, geofencing, regulatory altitude limits, collision avoidance or any flight safety functionalities, that are built into the NDN Platform.

3. **UNAUTHORIZED USE.** You agree to use the NDN Platform for its intended purposes only and not for any illegal, unethical, or harmful activities. You shall represent and warranty to Nokia that You will not use the NDN Platform for any unauthorized application and that use of the NDN Platform for any such restricted application is at Your sole risk.

4. **OPERATIONAL REQUIREMENTS.** All flights must strictly follow all applicable Federal Aviation Administration (FAA) regulations, including but not limited to Part 107, and or Part 91, Notices to Airmen (NOTAMs), and any other relevant FAA guidance or restrictions, and any additional rules, restrictions, or airspace

limitations imposed by local, state, or other governing authorities. You will follow all NDN maintenance requirements, product specifications, user manuals, flight manuals, bulletins, and other instructions provided by Nokia. Risk Assessment: You will perform a thorough risk assessment, equivalent to the EASA Specific Operations Risk Assessment (SORA) process or a process that meets or exceeds its stringency unless specifically waived in writing by the FAA. Documentation of this risk assessment must be maintained. All required maintenance on the NDN Equipment must be performed in accordance with Nokia's specifications and instructions. You are responsible for updating the Cape flight software and NDN hardware based on notification of a new Cape Software release. All pre-flight checklists provided by Nokia must be completed.

5. **SOFTWARE LICENSE.** Subject to Your compliance with this Agreement, and payment of all applicable license or subscription fees (and maintenance fees, if required), Nokia grants to You, for the term specified in the applicable Order Confirmation, (i) a personal, non-exclusive, non-transferable, revocable right to use the Software (including any third party licensed software) and any related Documentation in the country specified as the delivery location in the Order Confirmation, solely in support of Your internal business operations (including but not limited to public safety use) and (a) solely in connection with the NDN Equipment, and (b) where provided for use in a Cloud Environment, solely for use in the Cloud Environment as described in the applicable Documentation. You may exercise Your rights through third parties ("Consultants") to deliver services to You, provided Consultants are under written obligation to comply with this Agreement, and You assume full responsibility for the actions of Your Consultants in connection with such use.

6. **LICENSE RESTRICTIONS.** You may not, without Nokia's prior written consent, conduct, cause or permit anyone to: (i) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer, or adapt any portion of the Software; (ii) encumber, time-share, rent, or lease the rights granted herein; (iii) manufacture, adapt, create derivative works of, localize, port, or otherwise modify any Software or Documentation; (iv) disclose or otherwise make available the Software or Documentation to any third party; or (v) enable any Software features or capacity that Nokia licenses as separate products without Nokia's prior written consent. You shall not remove any of the Nokia trademarks, patent, or copyright notices or markings from the Software or Documentation or add any other notices or markings to Software or Documentation. Additionally, you may not modify, block, circumvent or otherwise interfere with any authentication, license key or security measures in the Software. The use of Software for any other than intended purposes without the prior written consent of Nokia shall be at Your sole risk.

7. **OWNERSHIP/TITLE.** The Software is the property of Nokia and/or its licensors and is protected by copyright, patent, trademark, and other intellectual property laws. Nokia and its licensors retain all rights, title, and interest in and to the Software, including in all copies, improvements, enhancements, modifications, and derivative works of the Software. Your rights to use the Software shall be limited to those expressly granted in this Agreement. All rights not expressly granted to You are retained by Nokia and/or its licensors.

8. **FOSS AND OTHER LICENSES.** Software may contain fee or open-source software ("FOSS") obtained by Nokia from third-party licensors. This FOSS is distributed to You under the terms and conditions of such respective FOSS license which will govern Your use of the FOSS. Information on applicable FOSS licenses is provided to You either in the FOSS itself, on Nokia support website, or by Nokia upon request. Your rights to use, copy, and further distribute (if applicable) the FOSS are governed by the license originally applicable to the FOSS. If You modify any FOSS then notwithstanding any other provisions to the contrary, Nokia will have no further liability or obligation to provide support, maintenance, warranty, or indemnity with respect to the modified FOSS or any Nokia products with which the modified version of the FOSS interacts. Certain Software may be delivered with its own specific license ("Additional License"). In such a case, the terms of the Additional License will be delivered to You, such as in a separate license .txt file or as part of a separate click-to-accept agreement and will govern Your use of the Software to the extent Nokia does not have a right to supersede them. Nokia's licensors are third party beneficiaries of this Agreement with respect to their Software and Documentation.

9. **COMPLIANCE WITH LAWS AND REGULATIONS.** You are required to (i) comply with all laws, regulations, governmental orders and decrees that may be applicable for the use an operation of the NDN Platform, including but not limited to aviation laws and regulations; (ii) be responsible for obtaining all and retaining all governmental approvals, regulatory permissions, consent, and licenses, including spectrum licenses and spectrum availability (collectively, "Permissions") that may be necessary for the use and operation of the NDN Platform in the place of flying operations; (iii) make and submit all necessary notifications, registrations and reports that may be required for the use an operation of the NDN Platform in Your territory as well as keep and store all related records; (iv) obtain all mandatory insurances (including but not limited to any mandatory insurances related to aviation); and (v) take any other action that may be required by laws, regulations, governmental order or decrees before any operation of the NDN Platform. For avoidance of doubt, Nokia does not obtain, license and/or provide any Permissions for Your benefit.

10. **INDEMNITY FOR AIRBORNE USE. TO THE EXTENT ALLOWED BY APPLICABLE LAW,,YOU WILL INDEMNIFY, DEFEND AND HOLD NOKIA HARMLESS FROM ANY THIRD-PARTY CLAIMS, AWARDS OR SETTLEMENTS FOR LOSS, COST, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL,**

CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND UNDER ANY LAWS OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO AVIATION OR PRODUCT LIABILITY RELATED DAMAGES), EXPENSE OR LIABILITY OF WHATEVER NATURE THAT MAY ARISE OUT OF OR IN CONNECTION WITH ANY AIRBORNE USE OR OPERATION OF NDN EQUIPMENT OR THE SOFTWARE THAT IS CONDUCTED IN BREACH OF SECTIONS 2, 3, 4, or 9.

11. **TERM AND TERMINATION.** The term of the licenses granted under this Agreement is subscription based and shall be as stated in the applicable Order Confirmation; Your rights to use the Software shall end on the date indicated on the applicable Order Confirmation or when you cease use of the NDN Equipment, whichever is sooner, and You shall cease use of the Software at the end of that term. Notwithstanding the foregoing, if you breach any of these terms and conditions of this Agreement, Nokia reserves the right to terminate this Agreement and your access to the NDN Platform, and to seek any legal remedies available.

12. **MAINTENANCE AND SUPPORT.** Nokia has no obligation under this Agreement to offer maintenance for the NDN Platform. Any maintenance (or other services to be performed by Nokia) shall be purchased separately and is subject to Nokia's then current services terms and renewal policies, including end-of-life notifications. Any use of maintenance without a valid maintenance subscription is deemed a breach of this Agreement as well as the agreement under which such maintenance is provided. Technical support will only be provided if the maintenance subscription You have purchased includes technical support for the NDN Equipment. Technical support will be performed in accordance with Nokia's then-current technical support policies.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, AND WHETHER IN RESPECT OF A BREACH OR DEFAULT IN THE NATURE OF A BREACH OF A CONDITION OR A FUNDAMENTAL TERM OF THIS AGREEMENT: (A) NEITHER NOKIA, YOUR NOKIA PARTNER, NOR ANY OF NOKIA'S THIRD PARTY LICENSORS SHALL HAVE ANY LIABILITY TO YOU FOR ANY ECONOMIC, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUES, SAVINGS OR PROFITS OR LOSS OF DATA ANY KIND OF) ARISING OUT OF THIS AGREEMENT OR THE NOKIA SOFTWARE OR NDN EQUIPMENT, AND (B) NOKIA'S, YOUR NOKIA PARTNER'S, AND THIRD PARTY LICENSORS' LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT (OTHER THAN LIABILITY FOR DEATH OR PERSONAL INJURY CLAIMS) SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID FOR THE NDN EQUIPMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT NOKIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **CONFIDENTIAL INFORMATION.** Subject to applicable freedom of information legislation, the Software, Documentation, and any other information provided to one Party ("Recipient" by the other Party "Discloser") for use with the NDN Platform ("Confidential Information") constitute and contain the Discloser's confidential and proprietary information. Recipient shall not disclose Confidential Information to any third party or use it for any purpose other than as permitted by this Agreement. Notwithstanding the preceding sentence, Recipient is not required to maintain the confidentiality of any portions of the Confidential Information (a) previously known to You free of any obligations to keep confidential; (b) generally known to the public, provided that such public knowledge was not the result of any act attributable to Recipient; (c) which Discloser otherwise explicitly agrees in writing need not be kept confidential. Recipient may disclose Confidential Information which is requested pursuant to a judicial or governmental request, requirement, or order under law, if Recipient provides Discloser sufficient prior notice and reasonable assistance to contest such request, requirement, or order and to seek protective measures. Recipient may grant access to the Confidential Information only to Recipient's employees, consultants and contractors who have a need to know to the extent of the performance of this Agreement, who agree in writing to be bound to terms at least as restrictive as those stated in this Agreement and who Recipient cause to comply with the provisions of this Agreement. Recipient will promptly report to Discloser any actual or suspected violation of these confidentiality obligations and shall take all reasonable steps requested by Discloser to prevent or remedy any such violation.

15. **DATA PROCESSING.** Nokia will not process any Personal Information (as defined in the applicable data protection and privacy laws) pursuant to this Agreement. Any services which may result in Nokia processing Personal Information will be subject to a separate agreement.

16. **RECORDS, INCIDENTS, AND AUDITS.** You are required keep full, clear, and accurate records with respect to Your use of the NDN Platform and retain such records at least three (3) years from the expiration or termination of this Agreement. Upon request, you shall furnish any information reasonably requested to enable Nokia to ascertain whether You are using the NDN Platform within the requirements of this Agreement. You are required to prepare sufficiently detailed reports of any flight incidents that may have caused danger to NDN Equipment, other property, health, or environment, and provide Nokia copies of such reports without undue delay. Should You or third-party related to a flight incident be obligated to file a report of such incident to competent authorities by applicable law or regulation, You shall provide a copy of such report at your disposal to Nokia

without any undue delay. Nokia shall have the right, through its accredited auditors, to make examinations, during normal business hours, of all records and reports bearing upon Your use of the NDN Platform. If an audit reveals Your usage exceeds the license rights You have purchased subscription for, Nokia will invoice You, either directly or via a Nokia authorized Partner, for any such discrepancy. If such audit discloses a reported error of five percent (5%) or greater with respect to the number of licenses or subscriptions purchased, You shall fully reimburse Nokia, promptly upon demand, for the reasonable fees and disbursements for completing such audit. Otherwise, Nokia shall be responsible for the cost of each such audit.

17. **U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** The Software and accompanying Documentation is deemed to be “commercial computer software” and “commercial computer software documentation” respectively, as defined in DFAR Section 227-7202 and FAR 12.212 as applicable. Any use, modification, reproduction release, performance, display, or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement, and except as otherwise explicitly stated in this Agreement all provisions of this Agreement shall apply to the U.S. Government.

18. **EXPORT REGULATION.** You acknowledge that the NDN Equipment, Software, Documentation, and Confidential Information may be subject to the export laws and regulations of the United States, the European Union and/or other countries. You shall not use, sell, distribute, assign, export, re-export, transfer, or transmit the NDN Equipment, Software, Documentation, or Confidential Information (or any part thereof - even if incorporated into other items), or works and services (including technical support) performed by Nokia, except as explicitly approved by Nokia in writing. You in particular shall not transfer, use, distribute, assign, or sell the NDN Equipment, Software, Documentation and Confidential Information (or any part thereof – even if incorporated into other items) to, or for use in, a sanctioned country or region (by way of example, as of the effective date, the following countries/regions are subject to sanctions: Belarus, Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russian Federation, Syria). If requested by Nokia, You shall sign written assurances and other export-related documents as may be required for Nokia to comply with the export laws. Breach of this provision constitutes a material breach of this Agreement.

19. **FEEDBACK.** You may from time to time voluntarily provide Feedback (as defined below) to Nokia. You hereby grants to Nokia and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license (a) to use, reproduce, copy and modify such Feedback and to create derivative works thereof, (b) to make (and have made), use, import, sell, offer for sale, lease or otherwise distribute any equipment, software, products or services containing or otherwise incorporating such Feedback, and (c) to sublicense rights to the Feedback to the extent a license is necessary for using equipment, software, products or services which contain the Feedback. This license will survive termination or expiration of this Agreement. You are not obliged to provide Feedback, make no representations, and provide no warranties of any nature with respect to the Feedback You provide, if any, including without limitation as to the accuracy, completeness or sufficiency of any Feedback provided. “**Feedback**” for these purposes means any findings about (i) the functionality of the NDN Equipment, Software, the Documentation, and/or other information or services supplied by Nokia, (ii) problems which occurred during the operation of the products or software, solutions to these problems or ideas on how to solve these problems, or (iii) any other findings, concepts or thoughts which have been reported by You to Nokia. Feedback includes, without limitation, materials as well as ideas or know-how (whether presented orally, in written form or otherwise).

20. **SURVIVAL.** The following provisions of this Agreement survive termination of this Agreement: Definitions, NDN Platform, Unauthorized Use, Operational Requirements, License Restrictions, Compliance of Laws and Regulations, and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Commercial License Rights, Export Regulation, Data Collection, Confidential Information, Survival, and General.

21. **ASSIGNMENT.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Nokia may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

22. **FORCE MAJEURE.** Neither Party will be deemed to be in breach of this Agreement, or otherwise be liable to the other Party, by reason of any delay or failure in performance of any of its obligations, except for payment obligations required under this Agreement, any Addenda or under any Order Confirmation, if and to the extent that the delay or failure is caused by a Force Majeure Event. For purposes of this Agreement, a “**Force Majeure Event**” means all events that occur beyond the Parties’ control, the occurrence and effects of which cannot be reasonably prevented and after which it is no longer possible to perform under this Agreement, or any addenda or Purchase Order thereto, within their respective terms and conditions (e.g., war, rebellion, acts of terrorism, epidemics, pandemics, severe weather conditions, floods, fires, earthquakes, strikes, lockouts, acts of a government, refusal of a government regulatory agency to issue import or export licenses, disturbance in

supplies, including fuel, water, electricity, from normally reliable sources or other authorizations required to import or export deliverables, etc.) provided such events, by their nature, could not have been foreseen, or, if it could have been foreseen, was unavoidable, but explicitly excluding failures or delays arising out of defaults of third-parties that are not themselves caused by a Force Majeure Event. If a Force Majeure Event occurs during the Term, the time for performance hereunder will be extended accordingly. The impacted Party shall immediately inform the other Party of the nature and the extent of the Force Majeure Event, the anticipated termination of the Force Majeure Event circumstances and the anticipated impact of any such Force Majeure Event. The impacted Party shall also immediately notify the other Party when the Force Majeure Event ends, the impact of the Force Majeure Event and the recovery plan associated therewith.

23. **GOVERNING LAW; SEVERABILITY; WAIVER.**All matters relating to or arising out of the Agreement are governed by the laws of the State of New York, unless You are the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the NDN Platform is provided. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any applicable amendments, and without regard to principles of conflicts of law. If any provision of this Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this Agreement shall remain in full force and effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other subsequent breach or default.

24. **ENTIRE AGREEMENT.** This Agreement and any related Order Confirmation are the complete and exclusive agreement between You and Nokia relating to the subject matter described herein and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to the same. This Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This Agreement may only be modified by an Order Confirmation issued by Nokia that accompanies or follows this Agreement.

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