

Nokia Drone Networks Addendum

This Nokia Drone Networks (“**NDN**”) Addendum, including Annexes attached hereto and made part hereof (collectively referred to herein as the “**NDN Addendum**”), sets forth additional terms and conditions for Company’s procurement of NDN Platform Deliverables from Nokia to be offered to its End-Customers in the Territory pursuant to the terms of the Nokia Campus Solutions Partner Program Partner Frame Agreement (the “**Agreement**”).

1 TERMS USED IN THIS NDN ADDENDUM

The capitalized terms used in this Agreement, which are not defined in the context upon their appearance, shall have the meanings set forth below.

“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 (i) enables use of the NDN Platform, and (ii) is produced solely for the purpose of Company’s or End-Customer’s use of the NDN Platform.

“NDN Platform” means NDN Software, NDN Equipment and any component or subassembly thereof.

“NDN Software” means the Nokia Software, required to enable the operation of compatible NDN Equipment.

2 PARTNER UNDERTAKINGS

With respect to the offering for the NDN Platform related service and resales NDN Equipment Company agrees to undertake the following:

- a. obtain country specific unmanned aerial vehicle (“UAV”) certification of NDN Platform, to enable NDN Platform related services and sales within the Territory;
- b. market and provide NDN Platform related Managed Services and NDN Platform within the Territory;
- c. support Nokia in go to market activities within the Territory;
- d. provide Territory and End-Customer specific feedback and technical requirements to Nokia;
- e. provide End-Customer training and certification for NDN Platform operation;
- f. provide periodic demand forecasts to Nokia;
- g. provide a first line technical support point of contact to End-Customers;
- h. provide a destination for End-Customers’ warranty returns and returns for repair using Nokia Return Material Authorization (“RMA”) process under the Agreement;
- i. provide repair services for the NDN Equipment needing minor repairs in accordance with a list of such minor repairs Company is responsible for as separately agreed with Nokia;
- j. order repair and spare parts required for minor repairs from Nokia; and
- k. forward NDN Equipment to Nokia for major repairs subject to applicable fees.

3 NDN OPERATION

For the Company and/or End-Customer to access and operate NDN Platform, Company shall:

- a. ensure that End-Customer’s or Company’s wireless communication network is compatible with the ordered NDN Platform and available for use in accordance with Nokia’s specifications as well as ensure that all the required NDN Equipment are and remain available to be used with the NDN Platform;
- b. ensure that NDN Equipment is compatible, timely delivered, installed, tested and commissioned, as well as ensure that applicable sites are acquired and prepared for operations, in accordance with Nokia’s specifications and instructions

- c. place orders for the Subscriptions for each NDN Equipment used with the NDN Platform, pay applicable subscription fees to Nokia and, to avoid disruption to the NDN Platform, ensure timely extension of subscription for the NDN Platform as applicable;
- d. where End-Customer operates the NDN Platform, ensure that the requirements and terms of this NDN Addendum related to access to and operation of NDN Platform apply to the End-Customer's access to and operation of the NDN Platform through Company's agreements with the End-Customer; and
- e. submit a complete Purchase Order, containing all required information regarding the End-Customer, to Nokia and seek Nokia's acceptance thereof.

4 NDN END-USER TERMS

- 4.1 The use of the NDN Platform, including related Nokia Software and Documentation, is subject to the terms of the NDN End-User Terms which is attached here in as Schedule A and as may be updated from time to time by Nokia. For avoidance of doubt, the NDN End-User Terms constitute the Subscription Terms for the NDN Platform.
- 4.2 To the extent that Company uses or operates the NDN Platform while providing services to the End-Customer, or otherwise, Company hereby agrees to comply with the terms of the NDN End-User Terms. To the extent End-Customer uses or operates the NDN Platform, Company is required to ensure that End-Customer has accepted the NDN End-User Terms, either in writing or through click-to-accept process as integral part of any of their transaction with respect to NDN Platform. Company shall provide Nokia with the evidence of the End-Customer's acceptance of the NDN End-User Terms.

5 PARTNER CERTIFICATION

Nokia provides Company with access to mandatory training and Company agrees to participate in Nokia's certification program(s) for the NDN Platform. Different End-Customer use cases may require additional certification training which the Company shall order as required by Nokia. Company is responsible for and shall ensure that Company provides training of the Nokia DAC for End-Customer under a separate agreement between Company and End-Customer.

6 NDN LIMITED WARRANTY

- 6.1 Notwithstanding anything contrary in the Agreement NDN Equipment is subject to the following limited warranty, which shall apply instead of the warranty in the Hardware Terms.
- 6.2 With respect to NDN Equipment, Nokia warrants to Company only that the NDN Equipment purchased, and not leased, hereunder and manufactured by Nokia (including those manufactured for Nokia by a contract manufacturer and based on Nokia's procurement specifications) will be free of defects in material and workmanship under normal, authorized use and will function substantially in accordance with the functional specifications contained in the applicable Documentation for a period of (a) twelve (12) months from the date of delivery to Company, or (b) two hundred (200) hours of airborne use, whichever is shorter ("**Warranty Period**"). With respect to NDN Equipment or partial assembly of NDN Equipment furnished by Nokia but not manufactured by Nokia, Nokia hereby assigns, to the extent permitted, the warranties given to Nokia by its vendors of such items.
- 6.3 If any NDN Equipment is not as warranted in this warranty, then (a) Company shall obtain from Nokia or from Nokia authorized partner a return authorization number, and return the NDN Equipment at Company's expense, together with the authorization number and a detailed description of the problem, to Nokia's designated repair facility; and (b) Nokia shall repair or replace the NDN Equipment and return it at Nokia's expense to Company's point of shipment. Nokia shall assume the risk of loss or damage to any NDN Equipment returned to Nokia for repair or replacement from receipt thereof until delivery to Company's point of shipment. If Nokia determines in its sole discretion that it cannot, in a commercially reasonable manner, repair or replace any NDN Equipment, then Nokia may issue a refund for the NDN Equipment, less a reasonable adjustment for beneficial use. In repairing or replacing any NDN Equipment or part of NDN Equipment under this warranty, Nokia may use new, remanufactured, reconditioned, refurbished, or functionally equivalent NDN Equipment, or parts of NDN Equipment. For any NDN Equipment or parts thereof repaired, replaced or corrected under this warranty, the Warranty Period applicable to the NDN

Equipment will continue for the longer of (i) the remainder of the original Warranty Period or (ii) 90 days after the date of shipment of the repaired or replaced NDN Equipment.

- 6.4 No NDN Equipment will be accepted for repair or replacement without the written authorization of and in accordance with instructions from Nokia. Removal and reinstallation expenses as well as transportation expenses associated with returning such NDN Equipment to Nokia shall be borne by Company. If Nokia determines that any returned NDN Equipment is not defective, Company shall pay Nokia's costs of handling, inspection, testing and transportation.
- 6.5 Nokia has no obligation to repair or replace any NDN Equipment if (a) the warranty claim is not submitted during the applicable Warranty Period; (b) the NDN Equipment has been modified, altered, adapted, repaired, reworked or incorporated into and with any solutions by anyone other than Nokia or an entity authorized in writing by Nokia to do so; or (c) the non-conformity is the result of (i) any improper storage, handling, including being subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or use by anyone other than Nokia, (ii) external reasons including excessive physical force, water, humidity, dust, electromagnetic interference, or other detrimental environmental or operating conditions beyond the limits specified for each NDN Equipment product, (iii) operator error, (iv) improper installation of NDN Equipment by anyone other than Nokia, (v) use in a manner not in accordance with the related Documentation or written instructions, (vi) any use of the NDN Equipment in conjunction with another non-Nokia product (except to the extent provided in the Documentation), (vii) a consumable, perishable or wearable part or item, including batteries, fuses, light bulbs, motor brushes and the like, (viii) NDN Equipment which have had their serial numbers or month and year of manufacture removed, altered, defaced, or deleted, (ix) failure to comply with obligations the use restrictions set forth in the NDN End-User Terms, (x) power failure, fire, explosion or any act of God or other cause beyond Nokia's control, or (xi) normal wear and tear.
- 6.6 Nokia's warranty obligations do not include: (i) Nokia's assisting in diagnostic efforts; (ii) access to Nokia's technical support web sites, databases, or tools; (iii) product integration; (iv) on-site assistance; or (v) documentation updates. These services may be available for purchase during and after the applicable Warranty Period at Nokia's published prices and subject to Nokia's then standard terms and conditions for services. The warranties set forth in this Article are nontransferable.
- 6.7 THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE FOR NDN EQUIPMENT IS THE SOLE AND EXCLUSIVE REMEDIES AND NOKIA'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO ANY DEFECTIVE NDN EQUIPMENT. NOKIA DISCLAIMS ALL OTHER WARRANTIES IMPLIED OR STATUTORY INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

[End of Document]

Schedule A – NDN End-User Terms



Nokia Drone
Networks End-User Terms

FLIR cameras Terms.

This document outlines the legal and enforceable terms between the company or the legal entity that will be using the Nokia FLIR cameras ("**You**" or "**Your**") and Nokia Innovations Ltd, or its Affiliate ("**Nokia**") accepting the Purchase Order for the FLIR camera. Your right to use the FLIR cameras is granted only upon agreeing to and complying with these terms. Capitalized terms of this Agreement will have the meaning given when they first appear and may be used in the singular or in the plural, as the context requires.

1. EXPORT CONTROL COMPLIANCE AND ACKNOWLEDGEMENTS

1.1. ECCN Classification and License Exception STA: You acknowledge and are aware that FLIR cameras classified under ECCN 6A003.b.4 will be shipped pursuant to License Exception Strategic Trade Authorization (STA) in § 740.20 of the United States Export Administration Regulations (15 CFR 740.20). You confirm that Nokia has informed You of the ECCN(s) noted above.

1.2. Restrictions on Reexport under STA: You understand that items shipped pursuant to License Exception STA may not subsequently be reexported pursuant to paragraphs (a) or (b) of License Exception APR (15 CFR 740.16(a) or (b)).

1.3. Prior Consignee Statement for Reexport or Transfer: You agree to obtain a prior consignee statement when using License Exception STA for any reexport or transfer (in-country) of items previously received under License Exception STA.

1.4. Prohibited Exports, Reexports, or Transfers: You agree not to export, reexport, or transfer these items to any destination, use, or user prohibited by the United States' Export Administration Regulations.

1.5. Record Keeping and U.S. Government Access: You agree to provide copies of this document and all other export, reexport, or transfer records (i.e., the documents described in 15 CFR part 762) relevant to the items referenced in this statement to the U.S. Government as set forth in 15 CFR 762.7.

1.6. Conditions for STA Use for "600 Series" Items: You understand that License Exception STA may be used to export, reexport, and transfer (in-country) "600 series" items to persons, whether non-governmental or governmental, only if they are in and, for natural persons, nationals of a country listed in Country Group A:5 (See supplement no. 1 to part 740 of the EAR) or the United States and if:

(A) The ultimate end user for such items is the armed forces, police, paramilitary, law enforcement, customs, correctional, fire, or a search and rescue agency of a government of one of the countries listed in Country Group A:5 or the United States Government; or

(B) For the "development," "production," operation, installation, maintenance, repair, overhaul, or refurbishing of an item in one of the countries listed in Country Group A:5 or the United States that will be for one, or more, of the following purposes:

(1) Ultimately to be used by any such government agencies in one of the countries listed in Country Group A:5 or the United States Government; or

(2) Sent to a person in the United States and not for subsequent export under § 740.9(b)(1) (License Exception TMP for items moving in transit through the United States); or

(C) The United States Government has otherwise authorized the ultimate end use, the license or other authorization is in effect, and the consignee verifies in writing that such authorization exists and has provided the license or other approval identifier to the exporter, re-exporter or transferor (as applicable).

1.7. U.S. Government End-Use Check: You agree to permit a U.S. Government end-use check with respect to the items.

[Signature page to follow]

IN WITNESS WHEREOF, the duly authorized representative of the as the individual, the company, or the legal entity placing orders for Nokia FLIR cameras terms hereby executes this document as of the signature date.

On Behalf of: _____

Signature: _____

Name: _____

Title: _____

Date: _____