



## DroneOps Limited

### TERMS OF BUSINESS FOR SUPPLY OF SERVICES

#### 1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

**Business Day** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charges** the charges payable by the Customer for the supply of the Services in accordance with clause 5.

**Client** a customer of the Customer.

**Commencement Date** has the meaning set out in clause 2.2.

**Conditions** these terms and conditions as amended from time to time in accordance with clause 12.7.

**Confidential Information** means all information (however recorded or preserved) disclosed or made available, directly or indirectly, by a party (the “Disclosing Party”) or its employees, officers, representatives or advisers to the other property (the “Receiving Party”) including but not limited to:

(a) any information that would be regarded as confidential by a reasonable business person relating to:

(i) the business, affairs, customers, clients, suppliers, plans, intentions or market opportunities of the Disclosing Party; and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party; and

(b) any information or analysis derived from the Confidential Information;

but not including information which:

(c) is or becomes generally available to the public (other than as a result of its disclosure by the Receiving Party or its representatives in breach of this agreement), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or

(d) was available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party; or



(e) was, is or becomes available to the Receiving Party on a non-confidential basis from a person who is not bound by a duty of confidentiality in relation the information; or was lawfully in the possession of the Receiving Party free of any obligation of confidence before the information was disclosed to it by the Disclosing Party as evidenced by written records.

**Contract** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Customer** the person or firm who purchases the Services from the Supplier.

**Deliverables** the products or materials produced by the Supplier for the Customer in the course of the provision of the Services.

**Insolvency Event** means each and any of the following in relation to the Supplier or the Customer being the “Relevant Party”);

(a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to:

(i) the winding up, dissolution, administration or renegotiation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Relevant Party (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction);

(ii) a Debt Relief Order being made in respect of a party;

(iii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the Relevant Party or any of its assets;

(iv) the enforcement of any security over any assets of the Relevant Party; or

(v) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of the Relevant Party, in each case which is not withdrawn or discussed as soon as reasonably practicable;

(b) the Relevant Party is unable to pay its debts as they fall due or is insolvent taking into account contingent and prospective liabilities, as interpreted in accordance with relevant legal authority from time to time;

(c) the Relevant Party enters into a composition or arrangement with its creditors or any class of them; or



the commencement of any similar procedure or step in relation to the Relevant Party in any jurisdiction other than England and Wales.

**Intellectual Property Rights** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order** the order by the Customer for the supply of Services, as set out in the purchase order form of the Customer or in the copy of the Specification signed by the Customer.

**Services** the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

**Specification** the description or specification for the Services provided in writing by the Supplier to the Customer.

**Supplier** DroneOps Ltd (registered in England and Wales with company number 09602761).

**Supplier Materials** has the meaning set out in clause 4.1.7.

1.2 **Construction.** In these Conditions, the following rules apply:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 A reference to **premises** shall include any location or premises (including, without limitation, any ship, yacht, vessel, port, dock or offshore structure) where the Services are to be performed;

1.2.4 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;



1.2.5 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.6 A reference to **writing** or **written** includes faxes and emails.

## **2. BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the catalogues or brochures of the Supplier, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## **3. SUPPLY OF SERVICES**

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order or the Specification or otherwise agreed in writing by the parties, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.



3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

#### **4. OBLIGATIONS OF THE CUSTOMER**

4.1 The Customer shall:

4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

4.1.2 co-operate with the Supplier in all matters relating to the Services;

4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the premises of the Customer, office accommodation and other facilities as reasonably required by the Supplier;

4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

4.1.5 prepare any relevant premises for the supply of the Services;

4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

4.1.7 keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the premises of the Customer or in the control of the Customer in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the written instructions or authorisation of the Supplier.

4.2 If the performance of the Supplier of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

4.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the performance of the Supplier of any of its obligations;



4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the failure or delay of the Supplier to perform any of its obligations as set out in this clause 4.2; and

4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## **5. CHARGES AND PAYMENT**

5.1 The Charges for the Services shall be as set out in the Order, the Specification and the Supplier's acceptance of the Order or as otherwise agreed between the Parties in writing.

5.2 The Supplier reserves the right to increase the Charges, provided that such Charges cannot be increased more than once in any 12-month period. The Supplier will give the Customer written notice of any such increase three months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within two weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving two weeks' written notice to the Customer.

5.3 The Supplier shall invoice the Customer on completion of the Services or as otherwise specified in the Order, the Specification or the Supplier's acceptance of the Order.

5.4 The Customer shall pay each invoice submitted by the Supplier:

5.4.1 within 30 days of the date of the invoice;

5.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any



amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

5.7 The Customer shall pay all amounts invoiced notwithstanding the fact that it has not received corresponding payment from a Client in relation to the Services in question and, for the avoidance of doubt, but without prejudice to the generality of the foregoing, this includes payment of fees due to the Supplier acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute.

5.8 If, in the Supplier's view, the Customer's credit-worthiness warrants such action the Supplier may require the Customer to provide payment in advance or security for payment and if the Customer does not comply with this requirement the Supplier may terminate the Contract forthwith by notice.

5.9 The Supplier has a general lien on all of the Customer's property in the Supplier's possession in satisfaction of any amount owed by the Customer to the Supplier under the Contract.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

6.2 The Supplier grants the Customer an irrevocable, royalty free, perpetual licence of the Supplier's Intellectual Property Rights solely so the extent that such licence is necessary for the Customer to receive the Services or use the Deliverables.

6.3 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the use by the Customer of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

6.4 All Supplier Materials are the exclusive property of the Supplier.

## **7. CONFIDENTIALITY**

7.1 Each party undertakes that it shall not at any time during the Contract or after termination disclose to any person any Confidential Information, except as permitted by clause

7.2.

7.2 Each party may disclose the other party's Confidential Information:



7.2.1 to its employees, officers, agents, consultants or subcontractors (**Representatives**) who need to know such information for the purposes of carrying out the party's obligations or enjoying the party's rights under this agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 7 as though they were a party to this agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

7.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party or to be implied from this agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

## **8. LIMITATION OF LIABILITY**

8.1 Nothing in these Conditions shall limit or exclude the liability of the Supplier for:

8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

8.1.2 fraud or fraudulent misrepresentation; or

8.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession), or

8.1.4 any other liability to the extent that it cannot be restricted or limited by law.

8.2 Subject to clause 8.1:

8.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

8.2.1.1 loss of profit;

8.2.1.2 loss of anticipated saving;

8.2.1.3 loss of opportunity;

8.2.1.4 loss of goodwill;

8.2.1.5 loss of data; or



8.2.1.6 indirect or consequential losses;  
arising under or in connection with the Contract; and

8.2.2 the total liability of the Supplier to the Customer for any Claim in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the Charges paid to the Supplier under the Contract in the 12 month period preceding the date when the Claim arose.

8.2.3 the total liability of the Supplier to the Customer in aggregate for all Claims in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the Charges paid to the Supplier under the Contract.

8.3 All terms as to the quality of the Services which would otherwise be implied into the Contract are, to the fullest extent permitted by law, excluded from the Contract.

8.4 This clause 8 shall survive termination of the Contract.

## **9. TERMINATION**

9.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party one month's written notice.

9.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

9.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of receipt of notice in writing to do so;

9.2.2 the other party suffers an Insolvency Event;

9.2.3 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

9.2.4 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

9.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any



amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so.

9.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2.2 to clause 9.2.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

## **10. CONSEQUENCES OF TERMINATION**

10.1 On termination of the Contract for any reason:

10.1.1 the Customer shall immediately pay to the Supplier all of the outstanding unpaid invoices and interest of the Supplier and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

10.1.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the premises of the Customer and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

10.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

10.1.4 on termination or expiry of the Contract the following clauses shall survive and continue in full force and effect:

Clause 6 (Intellectual Property Rights);

Clause 7 (Confidentiality);

Clause 8 (Limitation of Liability);

Clause 10 (Consequence of Termination);

as shall any clause that expressly or by implication is intended to come into or continue in force after termination or expiry and any clause to the extent that its continuation in force is required determine the scope or permit the exercise of any of the provisions which continue in force by virtue of this clause 10.1.4.



## **11. FORCE MAJEURE**

11.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

11.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than four weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## **12. GENERAL**

### **12.1 Assignment and other dealings**

12.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

12.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

### **12.2 Notices**

12.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, courier or fax.

12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;



if delivered by courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 12.3 **Severance**

12.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 12.4 **Waiver**

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 12.5 **No Partnership or Agency**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

### 12.6 **Third Party Rights**

A person who is not a party to the Contract shall not have any rights to enforce its terms.

### 12.7 **Variation**



Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

#### 12.8 **Governing Law**

The Contract, 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 England and Wales.

#### 12.9 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).