

## **WISPr PRODUCT PURCHASE AND SOFTWARE LICENSE AGREEMENT**

THIS AGREEMENT is a part of the registration and activation of your WISPr unmanned aerial vehicle (UAV) and related Software. You must signify your acceptance of the terms of this agreement by clicking the “I Agree” button below. By doing so you represent that you, or if the registrant is a business entity, your entity, agree to the terms of this Agreement and that you have the authority to execute the Agreement. If you decline to enter this Agreement, please immediately return any WISPr products in your possession for a refund.

FOR AND IN CONSIDERATION of the purchase price and licensing fees reflected hereto, the parties agree as follows:

### **1. Definitions**

#### **1.1 Agreement**

“Agreement” includes this agreement and its attached Exhibits.

#### **1.2 Designated Environment**

“Designated Environment” is the UAV or UAVs registered by you in the Registration Materials and does not include any other unmanned aerial vehicle.

#### **1.3 Documentation**

“Documentation” means the user, system and installation documentation and/or manuals for the Software and UAV, as current at the time of purchase.

#### **1.4 Error**

“Error” means a material failure of the Software to function in conformity with the Documentation.

### **1.5 License**

“License” means the license granted by Licensor to Licensee to use the Software and Documentation in accordance with the terms and conditions of this Agreement.

### **1.6 Licensee**

“Licensee” means you, the entity licensing the Software and purchasing the UAV.

### **1.7 Licensor**

“Licensor” means Autonomous Industrial Solutions, LLC, d/b/a WISPr Systems.

### **1.8 Registration Materials**

“Registration Materials” means any and all information entered on this website by Licensee or its agent, including but not limited to identifying information of Licensee, Licensee purchases of UAV(s), Licensee licensing of Software and add-on functionality, purchases of extended warranties and acceptance of this Agreement.

### **1.9 Software**

“Software” means the WISPr computer program(s) and add-on functionality acquired by Licensee and reflected in the Registration Materials, in machine-readable, object code form, and any computer programs delivered to Licensee in machine-readable, object code form, including any updates or upgrades thereto.

### **1.10 UAV**

“UAV” means the unmanned aerial vehicle(s) purchased by Licensee and identified in the Registration Materials, together with such controllers, battery packs, battery chargers and other hardware sold as a package. UAV shall not include the Software accompanying the UAV.

### **1.11 UAV Warranty Period**

“UAV Warranty Period” means sixty (60) days from the date of Purchase (or such longer period as agreed by the purchase of an extended warranty or warranties as reflected in the Registration Materials.)

## **2. Software License**

### **2.1 License**

Licensor grants Licensee a non-exclusive, non-transferable license to use the Software and Documentation solely for its internal operations on the Designated Environment. Licensee recognizes that the Software functions in an environment in which other third party software is or may be necessary. Licensee acknowledges that any open-source, third-party software is provided without warranty, but is incorporated into the Software as may be necessary to create the operating environment for the Software. Such software which may be utilized in operation of the Software and UAV is set forth in Exhibit A hereunder.

### **2.2 Support and Updates**

In exchange for Licensee’s monthly Software fee(s), during the term of this License, Licensor shall provide routine telephonic support for Licensee during regular business hours, at the number identified on Licensor’s website. During such term, Licensor shall also make available to Licensee updates and upgrades of the Software licensed by Licensee. Licensee covenants to promptly install any such update or upgrade. To the extent that Licensee requires more extensive telephonic support, in-person support, or personal user training, such shall be provided at Licensor’s then-current rates.

### **2.3 Distribution**

Except as explicitly provided herein, Licensee shall not: (1) make available or distribute all or part of the Software or Documentation to any third party by assignment, transfer, sublicense or by any other means; (2) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Software or Documentation; or (3) use the Software to operate in any operating environment other than the Designated Environment.

## **3. Price and Payment**

### **3.1 Price**

Licensee shall pay the price reflected in the Registration Materials and agrees to pay the monthly fees for the Software package or packages selected by Licensee as reflected in the Registration Materials as adjusted by Licensor from time to time and reflected on this website. Licensee shall enter a valid credit card and will be billed automatically to such card on a monthly basis until Licensee notifies Licensor in writing that it desires to cancel the License or Licenses for such Software. Licensee shall promptly update all credit card information as revised.

### **3.2 Tax**

Except to the extent Licensee is exempt from such taxes, Licensee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to sale of the UAV or the licensing of the Software, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Licensor's income. In the event that Licensor pays any such taxes on behalf of Licensee, Licensor shall invoice Licensee for such taxes and Licensee agrees to pay such taxes in accordance with this Agreement.

### **3.3 Interest**

Failure by Licensee to pay any amounts invoiced under this Agreement in full in accordance with this Agreement, shall make Licensee liable to pay Licensor interest at the rate of one and one-half percent (1.5%) per month on the remaining amount due, or at the highest amount permitted by applicable law, whichever is less, such interest to accrue on a daily basis after as well as before any judgment relating to collection of the amount due.

### **4. Proprietary Rights**

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software, Documentation and UAV are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party. Licensee acknowledges that it understands that Licensor has no proprietary right, nor does it purport to convey any right, in third party software which may be necessary to create the operating environment for the Software the subject of this Agreement. Licensee hereby assigns to Licensor any intellectual property rights in, or arising out of, any suggestion, comment, or statement made by Licensee which may be incorporated into unmanned aerial vehicles or the Software.

### **5. Software Warranty**

Licensor warrants the Software in accordance with the provisions in Section 5 hereunder. Neither Licensee, nor the respective developers makes any warranty with respect to the third-party, open-source software (identified in Exhibit A) or its operation therewith.

#### **5.1 Operation**

Licensor represents to Licensee that: (1) during any period in which Licensee pays the monthly Software fee(s), the Software shall operate without any Errors; and (2) upon notification

to Licensor of any Errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such Errors which are reproducible and verifiable by Licensor, excluding any Errors caused by uses of the Software which were not in accordance with the Documentation or caused by other Licensee error or negligence. Licensor makes no warranty whatsoever as to any third party software.

## **5.2 Correction**

In the event that Licensee notifies Licensor of an Error, Licensor's sole liability, and Licensee's sole remedy, will be Licensor's use of reasonable efforts to correct such Errors or, in Licensor's sole discretion, to refund the portion of the paid price applicable to the portion of the Software which fails to comply with the Warranty.

## **5.3 Software Warranty Disclaimer**

THE WARRANTY SET FORTH IN THIS SECTION 5 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR WITH RESPECT TO THE SOFTWARE. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED. LICENSOR'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE SOFTWARE. THE PARTIES AGREE THAT THE SOFTWARE'S FAILURE TO PERFORM

IN ACCORDANCE WITH THE DOCUMENTATION SHALL NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE ENTIRE RISK OF THE SOFTWARE'S QUALITY AND PERFORMANCE IS WITH LICENSEE.

## **6. UAV Warranty**

Licensor warrants that the UAV shall, for the UAV Warranty Period operate in accordance with the Documentation.

Upon tender of the UAV and in compliance with the warranty provisions herewith, during the Warranty Period, Licensor shall repair or replace the UAV, which in its discretion, may include a reconditioned UAV of the same model. The above shall be the sole and exclusive remedy under the UAV Warranty.

### **6.1 Warranty Exclusions**

The following actions and activities will void any UAV warranty hereunder:

1. Damage caused by operating the unit with a weight greater than a 10-pound payload.
2. Damage caused by forced flight when frame, props, etc., have been aged or damaged.
3. Damage caused by reliability or compatibility issues when using third-party parts.
4. Damage caused by operating the UAV with a low charged battery or defective battery charging hub.
5. Damage caused by an unauthorized modification, disassembling or shell opening of the UAV.

6. Damage caused by improper installation or incorrect use of operation, in conflict with the Documentation and/or training material supplied herewith.

7. Damage caused by unauthorized modification of circuit, or mismatch or misuse of battery and charger.

8. Damage caused by flights which ignore the instructions of the Documentation and/or training material supplied herewith.

9. Damage caused by operating the UAV in bad weather (rain storm, snow storm, sand storm, high winds, etc.)

10. Damage caused by operating the UAV in an electromagnetic interference environment.

11. Damage caused by operating the UAV in a known environment with interference from other wireless devices (i.e. transmitter, video-link, wi-fi signals, etc.)

12. Damage caused by operator error.

13. Damage caused by operation of the UAV by anyone under twenty-one years of age.

14. Damage caused by any intentional act of the operator.

15. Damage resulting from operation of the UAV in violation of any applicable law or regulation.

## **6.2 Making a Claim**

In order to make a valid claim, Licensee must, during the UAV Warranty Period:

1. Notify Licensor of the claim by contacting Licensor at the address below, describing in detail the basis of the claim.



2. Follow the directions of Licensor in either returning the UAV to Licensor at the address below, at the expense of the Licensee, or providing documentation of the damage as directed by Licensor.

3. Provide valid proof of purchase, receipt, invoice and order number from Licensor or Licensor's dealer.

4. Demonstrate that no unauthorized disassembling, modification, or installation has been performed and that the shell of the UAV has not been opened.

### **6.3 UAV Warranty Disclaimer**

THE UAV IS A SOPHISTICATED PIECE OF AERIAL EQUIPMENT AND SHOULD BE OPERATED ONLY BY ADULT, KNOWLEDGEABLE OPERATORS AFTER FULL TRAINING.

THE WARRANTY SET FORTH IN THIS SECTION 6 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR WITH RESPECT TO THE UAV. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE UAV WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE UAV WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSOR'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE UAV. THE PARTIES AGREE THAT THE UAV'S FAILURE TO PERFORM IN ACCORDANCE WITH THE DOCUMENTATION SHALL NOT BE CONSIDERED A

FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE ENTIRE RISK OF THE UAV'S QUALITY AND PERFORMANCE IS WITH LICENSEE.

## **7. Indemnity**

### **7.1 Licensee Indemnification**

Licensee hereby indemnifies, defends and holds harmless Licensor, its owners, officers, directors, employees and agents, against any claim for (1) alleged infringement of any U.S. registered copyright or patent, arising out of the use of the Software or UAV in any manner prohibited by this Agreement or in contravention to the Documentation (2) Operation of the UAV in contravention to Federal Aviation Authority or other governmental regulations, or in contravention to the Documentation and training materials; (3) Damage caused by excluded conduct set forth in Section 6.1 of this Agreement. Licensee shall at all times maintain adequate insurance to cover claims against the above perils, and shall furnish Licensor with evidence of such insurance upon request.

## **8. Limitation of Liability**

### **8.1 Limitation**

LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT, THE WARRANTIES HEREIN, OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT FOR THE SOFTWARE AND UAV. THIS

LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NON-CONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OF OTHER APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

## **8.2 Force Majeure**

Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control; provided, however, that operation of the UAV in the weather events described in Section 6.1 herein, shall not excuse Licensee for any resulting liability or damage to the UAV.

## **9. Termination**

### **9.1 Breach**

Licensor may terminate this Agreement and the License, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of (1) any breach by Licensee of this Agreement which cannot be remedied within thirty (30) business days of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License; (2) Licensee's making an assignment for the benefit of its creditors, the filing under

any voluntary bankruptcy or insolvency law, under the reorganization or arrangement provisions of any law of like import in connection with Licensee, or the appointment of a trustee or receiver for Licensee or its property; (3) Licensee's failure to pay monthly fees for the Software as reflected in the Registration Materials.

## **9.2 Remedy**

Licensee may terminate the License, without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within thirty (30) days of Licensee's notice to Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts which are due and payable or which Licensee has agreed to pay.

## **9.3 Cessation of Use**

Upon termination of this Agreement or any purchased Software, Licensor shall have the option and ability to disable the Software remotely, which shall prevent any further use of Software, UAV, or features thereof.

## **10. General**

### **10.1 Headings**

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

### **10.2 Validity**

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

### **10.3 Binding**

This agreement will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor.

#### **10.4 No Waiver**

Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

#### **10.5 Choice of Law/Choice of Forum**

This Agreement shall be deemed to have been executed in the State of Mississippi and will be governed by and construed in accordance with the laws of the State of Mississippi. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Mississippi or the United States District Court for the Northern District of Mississippi for the purpose of any action or proceeding brought by either of them in connection with the Agreement.

#### **10.6 Attorney's Fees**

Licensee shall be responsible for Licensor's reasonable attorneys' fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement.

#### **10.7 Entire Agreement**

This Agreement and its Exhibits comprise the entire agreement between the parties regarding the subject matter hereof and supercedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the Agreement.

## EXHIBIT A

ajv: 6.7.0  
ajv-keywords: 3.2.0  
axios: 0.19.0  
bootstrap: 4.2.1  
chart.js: 2.7.3  
chartist: 0.11.0  
classlist.js: 1.1.20150312  
client-oauth2: 4.2.3  
copy-webpack-plugin: 4.6.0  
core-js: 2.6.2  
file-saver: 2.0.2  
font-awesome: 4.7.0  
hammerjs: 2.0.8  
jquery: 3.2.1  
json-server: 0.14.0  
jw-bootstrap-switch-ng2: 1.0.10  
mat-select-filter: 2.3.3  
ng2-charts: 1.6.0  
ngx-toastr: 9.1.1  
nouislider: 10.0.0  
pdfmake: 0.1.65  
perfect-scrollbar: 1.1.0  
popper.js: 1.14.3  
rellax: 1.4.0  
rxjs: 6.3.3  
rxjs-compat: 6.3.3  
ts-overlapping-marker-spiderfier: 1.0.3  
tslib: 1.9.0  
web-animations-js: 2.3.1  
zone.js: 0.8.26  
mysql  
aws-s3-size: 0.1.0  
aws-sdk: 2.422.0  
axios: 0.18.0  
bcryptjs: 2.4.3  
body-parser: 1.18.3  
btoa: ^1.2.1  
client-oauth2: 4.2.3  
express: 4.16.4  
fedex: 0.0.1  
mysql: 2.16.0  
nodemailer: 6.1.0  
oauth: 0.9.15  
passport: 0.4.0

passport-oauth2: 1.5.0  
stripe: 6.31.1  
xmlhttprequest: 1.8.0  
Packages  
ajv: 6.7.0  
ajv-keywords: 3.2.0  
bootstrap: 4.2.1  
chart.js: 2.7.3  
classlist.js: 1.1.20150312  
client-oauth2: 4.2.3  
copy-webpack-plugin: 4.6.0  
core-js: 2.6.2  
crypto: 1.0.1  
domexception: 1.0.1  
express-handlebars: 3.1.0  
file-saver: 2.0.1  
font-awesome: 4.7.0  
fs: 0.0.1-security  
hammerjs: 2.0.8  
http: 0.0.0  
https: 1.0.0  
jquery: 3.3.1  
material-design-icons: 3.0.1  
net: 1.0.2  
ng2-charts: 1.6.0  
ng2-pdf-viewer: 5.2.4  
ng2-pdfjs-viewer: 0.2.29  
ngx-toastr: 9.1.1  
nouislider: 12.1.0  
path: 0.12.7  
perfect-scrollbar: 1.4.0  
popper.js: 1.14.6  
rellax: 1.7.2  
rxjs: 6.3.3  
rxjs-compat: 6.3.3  
stream: 0.0.2  
stripe: 6.31.0  
tls: 0.0.1  
tslib: 1.9.3  
web-animations-js: 2.3.1  
woocommerce-api: 1.4.2  
zone.js: 0.8.27  
Poky  
meta-updater  
meta-maker  
meta-updater-raspberrypi

meta-openembedded  
meta-qt5  
meta-raspberrypi  
meta-security  
meta-skeleton  
meat-yocto-bsp  
Dronecode  
DroneKit  
Node  
Oauth  
aws-sdk  
bcrypt  
bcryptjs  
better-sqlite3  
bluebird  
body-parser  
chalk  
events  
express  
extend  
fs-extra  
http  
jsonwebtoken  
mkdirp  
node-oauth  
path  
request  
request-promise  
s3  
simple-peer  
sleep  
socket.io  
socket.io-client  
sqlite3  
ajv: 6.7.0  
ajv-keywords: 3.2.0  
bootstrap: 4.4.1  
chart.js: 2.7.3  
chartist: 0.11.0  
classlist.js: 1.1.20150312  
copy-webpack-plugin: 4.6.0  
core-js: 2.6.2  
domexception: 1.0.1  
font-awesome: 4.7.0  
hammerjs: 2.0.8  
html5-gamepad: 1.1.0



mat-select-filter: 2.3.5  
material-design-icons: 3.0.1  
ng2-charts: 1.6.0  
ngx-gauge: 1.0.0-beta.7  
ngx-toastr: 9.1.1  
nipplejs: 0.8.0  
nouislider: 12.1.0  
perfect-scrollbar: 1.4.0  
popper.js: 1.14.6  
process: 0.11.10  
rellax: 1.7.2  
rxjs: 6.3.3  
rxjs-compat: 6.3.3  
simple-peer: 9.1.2  
socket.io: 2.1.0  
tslib: 1.9.3  
web-animations-js: 2.3.1  
wrtc: 0.3.4  
zone.js: 0.8.27