INFLIGHTS - CUSTOMER
GENERAL TERMS AND CONDITIONS

Article 1 - General
1.1. inFlights BVBA, Gierstraat 6, 2000 Antwerpen, Belgium with VAT n° BE0677.884.203 (**inFlights**) manages a unique drone (officially: Remotely Piloted Aircraft Systems or RPAS) operator network and provides various drone-related services such as flight planning, obtaining permits to fly drones in certain (restricted) areas, obtaining images and data by executing drone flights and the processing thereof, insight generation and the transfer of files (together the **Services**).
1.2. These General Terms and Conditions (**GTC**) are applicable to every quotation, order confirmation and every contract for the delivery of Services entered into between a customer (the **Customer**) and inFlights (each an **Agreement**), in so far as the Agreement does not expressly deviate from these GTC.
1.3. The Customer's general terms and conditions –if any- are expressly excluded, even if they are sent at a later date. The Customer's order (the **Order**) implies the acceptance of these GTC.

Article 2 – Quotation and Orders
2.1. Unless stated otherwise by inFlights, the quotations made by it in whatever form are not binding to inFlights. Quotations merely constitute an invitation to the Customer to place an Order, and are always revocable and subject to change without notice.
2.2. inFlights is entitled to refuse an Order without indicating the reasons for doing so. A Customer's Order is only binding upon inFlights when accepted by inFlights.

Article 3 – Price, invoice and payment
3.1. Unless indicated otherwise, all prices are stated in EUR and exclusive of VAT. inFlights may require a deposit or may require that payment for the Services is made in full prior to performance of the Services. If the costs for obtaining the required permits to operate a drone flight increases in between the Customer's Order and the moment when inFlights pays for the permits, inFlights reserves the right to charge such additional costs to the Customer.
3.2. Unless agreed otherwise, the Customer must make payment within 30 days following the date of inFlights's invoice. Any complaint with respect to the invoice must be notified to inFlights by registered letter sent within 10 (ten) business days after the date of receipt of the invoice. Thereafter, the Customer shall be deemed to have approved the invoice.
3.3. The Customer must make payment without any deduction on account of any taxes and free of set-off or other counterclaims.
3.4. Any invoice that remains unpaid on the due date shall, without prejudice to any of inFlights's other rights, automatically and without notice bear interest at 12% per annum from the due date of the invoice computed on a daily basis until all outstanding amounts are paid in full.
3.5. All costs incurred by inFlights in collecting overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) are for the Customer's account. In case of late payment, inFlights shall in any case charge the Customer a lump-sum amount in compensation for administrative costs equal to 10% of the outstanding amount of the invoice with a minimum of EUR 125,00.

Article 4 – Delivery of the Services by inFlights
4.1. inFlights shall perform the Services as agreed between the parties and in accordance with good industry practice. It is expressly agreed that inFlights is under an obligation of means when performing the Services, and not under an obligation of result.
4.2. The Customer must provide inFlights with any and all documentation and information that is required to allow inFlights to perform the Services and must perform all necessary actions to ensure the Services can be performed, such as (but not limited to) timely providing inFlights with addresses, GPS-coordinates, written permissions to perform drone flights above the Customer's site, safety procedures applicable at the Customer's site, additional information known to the Customer which could impact drone-operation.
4.3. inFlights will always try to adhere to the planned date and time for the execution of a drone flight. inFlights takes reasonable measures to ensure that the drone operators in its network regularly check

their drones and timely inform inFlights of drone failure or sickness of the operator. Where possible, inFlights will try to find a replacement operator should a specific operator be unable to perform a scheduled flight. However, inFlights cannot be held responsible if a scheduled flight is cancelled by one of its operators. If timing is of the essence to the Customer, the Customer has the option to inform inFlights thereof and to ask inFlights to take reasonable additional precautions to help minimize the risk of cancellation due to drone failure or operator sickness on such a date and/or time. The Customer will bear the additional costs related to such additional precautions.

4.4. Even if additional precautions are taken, there are some circumstances in which inFlights may cancel a proposed flight, in particular when: (i) in the reasonable opinion of inFlights, weather conditions do not permit safe operation of a drone or if weather conditions would in the reasonable opinion of inFlights prevent the drone operator from gathering reliable information when executing the drone flight; (ii) other unforeseen operational conditions changes occur, such as for example closing of the airspace, complaints of third parties, etc.; (iii) the permits required for the execution of the drone flight (from various authorities such as Belgocontrol, BCAA, the police, harbor authorities, etc.) cannot be obtained (in time) despite inFlights having tried to timely obtain the permit(s); (iv) the flight can otherwise not be safely executed in the reasonable opinion of inFlights. If inFlights has to cancel a proposed flight, it will notify the Customer thereof without undue delay and inFlights will make reasonable efforts to reschedule the flight at soon as possible.

4.5. The Customer does not have a cancellation right in case a flight has to be rescheduled by inFlights, except as set out below in article 5 and for consumers also in article 9.

Article 5 – Cancellation or changes requested by the Customer

5.1. If the Customer wishes to change the date or time of a drone flight or the Customer wishes to cancel a drone flight, it must inform inFlights thereof without delay. inFlights will reasonably try to meet Customer's requests to change the date or time, but may charge any additional costs incurred by inFlights as a result of such change to the Customer. In case of cancellation of a drone flight, all costs incurred by inFlights up to the moment of cancellation (such as, but not limited to, the costs for obtaining the required permits and all administrative costs) will be charged to the Customer.

5.2. In case of late cancellation by the Customer, the following applies: (i) for any cancellation made between 14 days and 7 days prior to a scheduled drone flight, inFlights may charge the Customer 50% of the agreed price for the drone flight and the ensuing Services; (ii) for any cancellation made less than 7 days prior to a scheduled drone flight, inFlights may charge the Customer 100% of the agreed price for the drone flight and the ensuing Services. If the Customer is a consumer, the consumer may have a statutory cancellation right as provided under article 9.

Article 6 - Insurance and Liability

6.1. inFlights obliges all of its drone operators to take out a specific drone-operation third party liability insurance which provides cover up to an amount of 1.5 mio EUR, in accordance with the applicable law. The Customer can obtain insurance certificates upon request.

6.2. To the extent permitted by law, inFlights' liability for any and all claims for damages arising out of or in connection with the Services or their use, shall be limited to the sum of the Customer's payment for the Services that are the subject of the claim.

6.3. In addition, inFlights shall only be liable for its willful misconduct and gross negligence, and only for those damages which are a direct and immediate result of the execution of the Agreement between inFlights and the Customer. In no event shall inFlights be liable for any indirect damages (including but not limited to lost revenue, lost profits or other consequential damages).

Article 7 – Quality of the Services

7.1. inFlights will always aim to deliver high-quality images, data and insights. However, the quality of images and other data obtained by means of a drone can vary depending on weather and other operating conditions, and the precision and accuracy of any subsequent analysis performed by inFlights on such images and other data may thus also differ. In addition, inFlights makes use of certain third party controlled programs and applications for the processing of images and data obtained. While inFlights carefully selects the providers it works with, inFlights is not responsible for any bugs or technological failures of such third party programs and applications.

7.2. If the Customer is dissatisfied with the quality of the delivered Services, it must notify inFlights thereof by registered letter within 10 (ten) business days after the date of delivery of the Services or within 10 (ten) business days after the Customer has discovered or should reasonably have discovered the alleged issue with the Services. Notifications to inFlights under this article, if any, do not affect the Customer's obligation to pay for the Services.
7.3. If the Customer has notified inFlights in accordance with this article of an alleged issue with the Services and provided that it is established that there is indeed a quality issue with the Services, inFlights may choose to either re-perform the Services (if still useful to the Customer) or repay the Customer the (pro-rata) price paid for the (non-conforming part of the) Services. To the extent permitted by law, the re-performance of the Services or the repayment of (part of) the price shall be the Customer's sole remedy for quality issues.
7.4. inFlights can only be held responsible for alleged non-conformity of the delivered Services for a period of 6 months as of the delivery of the Services.

Article 8 – Confidentiality and intellectual property
8.1. The Customer must keep in confidence any and all commercial, technical, business information and know-how acquired from inFlights, including but not limited to these GTC, pricing information or quotations received from inFlights and Agreements entered into with inFlights. The Customer must pay inFlights liquidated damages of 10.000 EUR for each established event of non-observance of this confidentiality obligation.
8.2. All know-how and intellectual property rights belonging to inFlights, such as but not limited to the rights to the inFlights logo and platform, flight operating procedures, exclusively remain the property of inFlights. The Customer only acquires a non-exclusive and non-transferable license to use such know-how or intellectual property to the extent and for the duration the Customer requires such a license to make use of the Services.
8.3. inFlights will keep Customer data (such as images of the Customer's site or insights provided by Inflights to the Customer) confidential and will take reasonable security and protection measures to prevent access to such data by unauthorized third parties.
8.4. Some of the Customer data collected may be considered personal data under the applicable privacy laws and regulations. inFlights will treat such personal data in accordance with its privacy policy.

Article 9 – Specific provisions for consumers
9.1. This article 9 only applies to Customers who are consumers. For the purpose of these GTC, a consumer is defined as any individual acting for purposes falling outside the scope of his/her professional activities.
9.2. Consumers have a statutory cancellation right. Any consumer can cancel its Order without giving any reason within 14 days from the day of the Order. However, if the requested date for a drone flight is less than one month away while the 14-day cancellation period is still running, inFlights may already perform part of the Services (such as for example obtaining the required permits to execute a drone flight and making necessary arrangements with a drone operator). For the part of the Services already performed by inFlights, the consumer will no longer be able to execute its cancellation right. Evidently, the same applies if the drone flight is performed within the 14-day cancellation period.
9.3. The consumer must inform inFlights of its decision to cancel the Order and may do so using the cancellation form provided at the end of these GTC.
9.4. In case of cancellation under this article, inFlights will reimburse the consumer without undue delay for the part of the Services not already performed and not later than 14 days after having been informed about the consumer's decision to cancel the Order.
9.5. If the consumer is dissatisfied with the Services, and it is established that there is indeed a quality issue with the Services as set out in article 7, inFlights shall always endeavor to re-perform the Services to the extent that is reasonably possible and this shall be without prejudice to the consumer's right to claim damages in accordance with the applicable law.

Article 10 –Termination

10.1. inFlights is entitled to terminate any Agreement with immediate effect by means of a written notification, without the need of a court intervention and without having to pay any damages and without prejudice to any other remedy to which inFlights is entitled under the applicable law, when (i) the Customer files for bankruptcy or goes bankrupt, ceases its payments, has initiated a liquidation, a judicial reorganization or similar procedure, and in case of any situation which would indicate the insolvency of the Customer, when (ii) the Customer has committed repeated or serious breaches of its obligations arising from the Agreement, or when (iii) there is a material change in the Customer's management, business, assets or shareholdings. Upon termination of the Agreement, all claims which inFlights may have become automatically and immediately due and payable.
10.2. Neither party shall be liable towards the other party for any non-fulfillment of the Agreement to the extent fulfillment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the party (*force majeure*). The Customer is not entitled to claim the termination of the Agreement or to claim damages due to force majeure.

Article 11 - Various
11.1. If any provision of the Agreement is held to be invalid or unenforceable under the laws of any jurisdiction, then the provision will be ineffective only to the extent of such unenforceability or invalidity, and this will not affect the validity and enforceability of the remainder of the Agreement in that jurisdiction. Furthermore, the validity and enforceability of the whole of the Agreement will not be affected in any other jurisdiction.
11.2. inFlights may at all times wholly or partially transfer or subcontract the execution of the Agreement and may assign or transfer any of its rights or obligations under the Agreement, either in whole or in part, to any third party.
11.3. The Customer is not entitled to assign or transfer any of its rights or obligations under the Agreement, either in whole or in part, to any third party without the prior written consent of inFlights.
11.4. The Agreement is governed by and must be construed in accordance with the laws of Belgium, with the exclusion of the Vienna Convention for the Sale of Goods of 1980. All disputes between inFlights and the Customer shall be submitted to the exclusive jurisdiction of the competent courts of Antwerp.

ANNEX

MODEL FORM FOR CANCELLATION (only for consumers – not for professionals)
(Only fill out and return this form if you wish to cancel the Order)

— TO inFlights BVBA, Gierstraat 6, 2000 Antwerpen, Belgium with VAT n° BE0677.884.203

— I/We(*) inform you through this form that I/we (*) withdraw from my/our (***) contract for the delivery of Services by inFlights,

— Ordered on
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— Name(s) consumers
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— Address consumer(s)
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— Date ……

— Consumer(s) signature(s)
(only required when this form is submitted in hardcopy)

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