

SKYCATCH, INC.

LEASE TERMS

1. DEFINITIONS

1.1 “**Client**” means the client identified in the Order.

1.2 “**Effective Date**” means the date of the Order.

1.3 “**Error Correction**” means a bug fix, patch or other modification or addition that, when added to the Software, corrects or eliminates the practical adverse effect of a defect in the Software.

1.4 “**Intellectual Property Rights**” means all current and future copyright rights, patent rights, mask work rights, trademark, service mark, and trade dress rights, trade secret rights, know-how and all other intellectual property or other similar, corresponding or equivalent rights of every type and nature under the laws of any governmental authority, throughout the world, including, without limitation, all rights relating to applications, registrations and/or filings regarding or concerning any such matters.

1.5 “**Lease Fees**” means all fees identified in the Order or, if not identified in the Order, according to the Skycatch price list in effect on the Effective Date.

1.6 “**Leased Hardware**” means unmanned aerial vehicles with data sensor(s), together with the related hardware, as described in the Order.

1.7 “**Lease Period**” means the lease period identified in the Order.

1.8 “**Order**” means an accepted written quote or lease order for Leased Hardware approved by Skycatch.

1.9 “**Skycatch**” means Skycatch, Inc., a Delaware corporation, with its principal place of business at 424 9th Street, San Francisco, CA 94103.

1.10 “**Software**” has the meaning set forth in Section 7.2.

2. PURPOSE

The purpose of these Lease Terms is to set forth the terms and conditions that govern Client’s lease of the Leased Hardware and its permitted use by Client. The exchange, delivery and use of data captured and/or created through the use of the Leased Hardware, and Client’s access and use of Skycatch’s cloud-based software to process such data will be governed by Skycatch’s Cloud Services Agreement, which the parties may enter into separately from the Order and these Lease Terms (and Client acknowledges that such license, data and services will not be made available to Client unless Client executes such Cloud Services Agreement).

3. HARDWARE LEASE

3.1 Leased Hardware. Skycatch will lease to Client, and Client will lease from Skycatch, the Leased Hardware pursuant to the process described in this Section and subject to the Order and these Lease Terms. Client agrees to pay the Lease Fees according to the

terms of the Order and these Lease Terms.

3.2 Orders.

(a) Each Order will specify the description and quantity of Leased Hardware and the Lease Fees. An Order may specify additional terms.

(b) Any changes to an Order must be mutually agreed upon by the parties in writing. Client may cancel Orders, with no cancellation fees, by providing written notice that is received by Skycatch at least 30 days prior to the scheduled delivery date. Orders within 30 days prior to the scheduled delivery date may be cancelled but will be subject to one month's pro-rated Lease Fees due under such Order.

(c) Each Order will be governed by and subject to these Lease Terms. Any terms, conditions or provisions contained in any purchase order or other document submitted by Client that are different from or in addition to those contained in the Order and these Lease Terms are hereby expressly rejected and will not apply to any order or lease of Leased Hardware. To the extent of any conflict between the terms of an Order and these Lease Terms, the terms of the Order shall control.

3.3 Lease Fees. Unless otherwise agreed in writing by the parties in an Order, the Lease Fees will be payable in advance on or before the Effective Date.

3.4 Delivery and Inspection by Client.

(a) Skycatch will use commercially reasonable efforts to meet the delivery dates, if any, specified in each Order. Each shipment of Leased Hardware will include a written list of the deliverables included in such shipment.

(b) Within ten business days after receipt of each shipment of Leased Hardware, Client shall inspect and test the Leased Hardware. If Client discovers any apparent damage or defect, or non-conformance with the Order, Client shall immediately notify Skycatch in writing of its findings (including copies of the results of any testing supporting Client's determination) and return any damaged, defective or non-conforming Leased Hardware to Skycatch. If Skycatch confirms the damage, defect or non-conformance, Skycatch will (i) refund the return shipping costs to Client, and (ii) either replace the defective, damaged or non-conforming items with conforming items, or at Skycatch's option, credit or refund to Client the amounts paid by Client for such items. Each shipment of Leased Hardware shall be deemed accepted by Client and in good operating condition at the time of its delivery to Client, unless Client provides such written notification to Skycatch within the foregoing ten business day period.

3.5 Capacity Constraints. If Skycatch's capacity to produce or deliver the Leased Hardware is constrained for any reason, Skycatch will be entitled to allocate the constrained supply among the orders of its customers at its sole discretion, in which case Client will be released from the Order obligations for quantities in excess of Leased Hardware allocated to Client, and Client will be released from the obligation to pay Lease Fees with respect to such quantities of Leased Hardware.

3.6 Risk of Loss. Upon delivery of the Leased Hardware to Client, Client will assume the entire risk of loss, damage, theft and destruction of or to the Leased Hardware or any part thereof, from any cause whatsoever, during the Lease Period.

4. MAINTENANCE AND WARRANTY

4.1 Maintenance. Except as expressly set forth in an Order or in a separate written agreement between Client and Skycatch, Client is solely responsible for the routine maintenance of Leased Hardware during the Lease Period and shall, through its employees or contractors, render such maintenance of Leased Hardware in accordance with Skycatch's instructions that are provided from time to time. Client shall also install and apply any Error Correction that is made available by Skycatch to Client free of charge, as instructed by Skycatch.

4.2 Basic Warranty.

(a) Scope. Skycatch warrants to Client that (i) at the time of delivery of the Leased Hardware, Skycatch will have good and sufficient title or rights to lease the Leased Hardware to Client; (ii) the Leased Hardware is in good operating condition at the time of its delivery to Client; and (iii) for the Lease Period applicable to such Leased Hardware (the "**Warranty Period**"), each unit of the Leased Hardware will function substantially in accordance with the specifications if operated in compliance with the applicable documentation and operating manuals ("**Product Warranty**").

(b) Exclusive Remedies. If any Leased Hardware fails to meet the Product Warranty during the applicable Warranty Period ("**Defective Hardware**"), Client will notify Skycatch in writing of such failure and provide Skycatch a description of the failure. Upon receipt of such notice, Skycatch will issue a Return Material Authorization (RMA) authorizing Client to return the Defective Hardware to Skycatch. Upon return of the Defective Hardware, under Skycatch's RMA policy, Skycatch will, at Skycatch's option, repair or replace such Defective Hardware (including with refurbished hardware) without charge to Client for parts or labor; and if Skycatch determines that repair or replacement is not technically feasible or commercially reasonable, Skycatch may instead provide a credit or refund of Lease Fees paid with respect to such Defective Hardware. The foregoing constitutes Client's sole and exclusive remedy for, and Skycatch's sole and exclusive liability with respect to breach of Product Warranty.

(c) Limitations. Skycatch shall have no obligation under the foregoing Product Warranty if the claimed breach of warranty is caused by: (i) Client's abuse, misuse, alteration, neglect, or accidental damage of the Leased Hardware; (ii) the unauthorized repair, modification, installation or disassembly of the Leased Hardware; (iii) the use or attempted use of the Leased Hardware other than as permitted under these Lease Terms; or (iv) Client's failure to install and implement an Error Correction made available to it by Skycatch. Further, Skycatch shall have no obligation under these Lease Terms for the appearance of the exterior of any Leased Hardware.

5. SUPPORT AND PROFESSIONAL SERVICES; DATA PROCESSING

5.1 Except as otherwise expressly set forth in the Order, (a) any engineering and support services, including training, to be provided in connection with the Leased Hardware shall be according to terms set forth in a separate professional services agreement, and (b) the Lease Fees set forth in the Order do not include the price of any engineering and support services or data processing services.

5.2 Any processing by Skycatch of data collected through use of the Leased Hardware or otherwise provided by or on behalf of Client shall be according to terms set

forth in a separate cloud services agreement.

5.3 Operation of each unit of the Leased Hardware may require connection to one or more data networks, which are Client's sole responsibility unless otherwise specified in the Order.

6. PAYMENT

6.1 Invoices. Unless otherwise set forth in an Order, Skycatch will issue invoices to Client for Lease Fees due. Skycatch may invoice Client for all other fees as set forth in the Order.

6.2 Payment Terms. Unless otherwise agreed in the Order or otherwise in writing by the parties, Client shall pay all invoiced amounts within 30 days after the date of Skycatch's invoice. Payments will be made in U.S. Dollars by wire transfer to the bank account designated by Skycatch. Skycatch may levy a late payment charge equal to one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less) on any overdue amounts.

6.3 Taxes. All fees are exclusive of any applicable taxes. Client shall pay or reimburse Skycatch for all federal, state, local or other taxes, including, without limitation, sales, use, excise and property taxes, or amounts levied in lieu thereof, levied on the Leased Hardware or otherwise based on charges set forth in these Lease Terms or the Order; provided, however, that Client shall have no responsibility for taxes imposed on Skycatch's net income by any taxing authority.

7. PROPRIETARY RIGHTS AND RESTRICTIONS ON USE

7.1 Leased Hardware. All Leased Hardware, and all Intellectual Property Rights therein, are and will at all times remain the sole and exclusive property of Skycatch, and Client has no right, title or interest therein or thereto, except as expressly set forth in these Lease Terms. Client shall return all Leased Hardware to Skycatch at the earlier of the end of the applicable Lease Period and the expiration or termination of this Agreement.

7.2 Software License. Notwithstanding anything to the contrary, any software incorporated in or delivered with the Licensed Hardware ("**Software**") is licensed and not sold to Client. Subject to the terms and conditions of this Agreement, Skycatch grants to Client, a limited, non-exclusive, non-transferable, non-sublicensable right, to use the Software during the Lease Period identified in the Order solely as required for use of the Leased Hardware in which it is incorporated or with which it was delivered, and in accordance with its applicable documentation. Client acknowledges that the Software is copyrighted and that Client is not authorized to make any copies of the Software, nor authorized to license others to make any copies of the Software.

7.3 Restrictions. Client shall not (and will not permit any third party to) (a) decompile, disassemble, or otherwise reverse engineer the Leased Hardware or any part thereof (including the Software), or use any other process to gain access to any source code or technology contained in or underlying the Leased Hardware, except to the extent expressly permitted hereunder or by applicable law and then only after notice to Skycatch; (b) use the Leased Hardware for third-party training, commercial time-sharing or service bureau use; (c) use the Leased Hardware in any manner or for any purpose that does not comply with documentation or instructions provided by Skycatch or otherwise this

Agreement; (d) use the Leased Hardware in any manner prohibited by applicable law, or (e) remove any of Skycatch's logos or attribution from any of the Leased Hardware or the software provided under this Agreement. Client will take all necessary steps to ensure that its employees and agents comply with the foregoing restrictions.

7.4 Reservation of Rights; Feedback. Except as otherwise expressly provided in these Lease Terms, nothing herein or in any Order shall be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or Intellectual Property Rights of either party, and each party retains all right, title and interest in and to its respective technologies and Intellectual Property Rights. If Client provides Skycatch with any suggestions, ideas, feedback, error identifications, or other information related to the Leased Hardware or any Skycatch technology, products, or services ("**Feedback**"), Client hereby assigns to Skycatch all right, title and interest in and to all Feedback, including all Intellectual Property Rights therein, and agrees to assist Skycatch, at Skycatch's expense, in perfecting such rights and obtaining assignments of such rights from all individuals involved in generating the Feedback.

7.5 Infringement. If any Leased Hardware or Software is held to infringe or misappropriate any third-party Intellectual Property Rights, or its use is enjoined, or if in the opinion of Skycatch any Leased Hardware or Software is likely to become the subject of an infringement claim, then Skycatch may, in its sole discretion and own cost, elect to: (i) obtain the right for Client to continue to use such Leased Hardware or Software in accordance with these Lease Terms; (ii) modify such Leased Hardware or Software to avoid such infringement or misappropriation; or (iii) replace such Leased Hardware or Software with non-infringing hardware or software that provides substantially the same level of functionality and performance as the infringing Leased Hardware or Software. If neither alternative is, in the opinion of Skycatch, technically feasible or commercially reasonable, then Skycatch may require Client to cease using the affected Leased Hardware or Software, in which case (A) Client will cease using such Leased Hardware or Software, (B) Client will return the affected Leased Hardware to Skycatch, and (C) the lease will terminate with respect to such returned Leased Hardware and Client will not owe any further Lease Fees with respect to such Leased Hardware.

8. INDEMNIFICATION

8.1 By Skycatch.

(a) Scope. Skycatch shall defend, at its own expense, any third party claim, suit or proceeding brought against Client to the extent it is based upon a claim that a defect in the design, material or workmanship of Leased Hardware caused personal injury or property damage, and Skycatch will pay the amount of damages and reasonable expenses (including reasonable attorneys' fees) finally awarded against Client by a court of competent jurisdiction to the extent based on such claim or pay any settlement of such claim that is agreed to by Skycatch.

(b) Exclusions. Notwithstanding the foregoing, Skycatch shall have no obligations or liability under this Section with respect to any claim, suit, or proceeding that arises out of or results from: (i) modifications to the Leased Hardware or Software made by a third party or Client, unless specifically instructed by Skycatch in writing; (ii) the combination, operation or use of the Leased Hardware or Software with technology, devices, hardware, software or data not supplied by Skycatch; (iii) Client's failure to install or use Error Corrections provided by Skycatch; (iv) operation of the Leased Hardware in any

manner in violation of applicable law; (v) any alleged negligent, intentional, willful or other unlawful or wrongful act or omission on the part of Client, its employees or agents; or (vi) Client's use of the Leased Hardware or Software other than in accordance with this Agreement or other documentation or instructions provided by Skycatch.

(c) Exclusive Remedy. This Section states Skycatch's sole and exclusive obligation and liability and Client's sole and exclusive remedy for personal injury or property damages against Skycatch under this Agreement.

8.2 By Client.

(a) Scope. Client shall defend (upon Skycatch's request), at its own expense, indemnify and hold Skycatch harmless against any third party claim, suit or proceeding brought against Skycatch to the extent it is based upon (i) a claim that Client's operation, use, abuse, misuse, alteration, or neglect of any Leased Hardware, Software or any other deliverable provided in connection with this Agreement caused personal injury or property damage or violated any property or proprietary rights of any third party (except to the extent the claim is indemnifiable by Skycatch under Section 8.1); (ii) the operation of the Leased Hardware in any manner in violation of applicable law; (iii) any alleged negligent, intentional, willful or other unlawful or wrongful act or omission on the part of Client, its employees or agents; or (iv) any breach of these Lease Terms, the Order or any other agreement between Client and Skycatch.

(b) Exclusive Remedy. This Section states Client's sole and exclusive obligation and liability and Skycatch's sole and exclusive remedy for personal injury or property damages against Client under this Agreement.

8.3 Procedure. The indemnified party agrees that it shall (a) promptly notify the indemnifying party in writing of any claim or action that it believes is indemnifiable under this Section 8, and (b) provide the indemnifying party reasonable cooperation and information in the defense of such claim or action. The indemnifying party shall have the sole right to control the defense of any claim or action for which it is liable for indemnity under this Agreement (each, an "**Indemnified Claim**") and the sole right to settle or compromise any such Indemnified Claim, except that any settlement of an Indemnified Claim which does not contain an unconditional release of the indemnified party will require the prior written consent of the indemnified party, which consent will not be unreasonably withheld.

9. **WARRANTY DISCLAIMER**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SKYCATCH MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO THE CONDITION OF THE LEASED HARDWARE OR ANY OTHER DELIVERABLES, THE RESULTS OF THEIR USE OR OTHERWISE, AND SKYCATCH HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE IN CONNECTION WITH ANY SUBJECT MATTER OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, SKYCATCH DOES NOT WARRANT THAT THE OPERATION OF ANY LEASED HARDWARE OR OTHER DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE.

10. LIMITATION OF LIABILITY.

10.1 General Limitation. SKYCATCH'S AGGREGATE LIABILITY TO CLIENT OR ANY THIRD PARTY ARISING OUT OF OR RELATING TO THE LEASED HARDWARE, SOFTWARE OR ANY OTHER DELIVERABLE PROVIDED PURSUANT TO THIS AGREEMENT, OR OTHERWISE THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CLIENT TO SKYCATCH PURSUANT TO THE ORDER GIVING RISE TO SUCH LIABILITY.

10.2 Limitation on Other Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, SKYCATCH SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY DAMAGES OR OTHER LIABILITY ARISING OUT OF OR RELATING TO LOSS OR INTERRUPTION OF BUSINESS, LOST DATA OR LOST PROFITS, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. THE FOREGOING EXCLUSIONS SHALL APPLY EVEN IF SKYCATCH HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY.

11. TERMINATION.

11.1 The lease of the Leased Hardware under the Order and these Lease Terms (the "Agreement") will become effective on the Effective Date and will remain in effect for the duration of the Lease Period, unless earlier terminated as provided herein. This Agreement may be terminated by either party (a) at any time upon 180 days' written notice to the other party, (b) if the other party files bankruptcy, is adjudicated as bankrupt, or makes an assignment for the benefit of creditors, (c) by either party if the other party commits a material breach of any of the terms of this Agreement and such breach remains uncured 90 days after the breaching party receives written notice of such breach (or immediately if the breach is not curable), (d) if the performance of this Agreement or usage of the Leased Hardware in the manner contemplated hereunder becomes forbidden or impracticable due to any applicable law, rule, regulation or court order; provided the parties have first discussed in good faith whether the performance of this Agreement or the use of the Leased Hardware can be modified to comply with such law, rule, regulation or court order.

11.2 Upon termination of this Agreement, any outstanding Order shall be automatically terminated in its entirety. Expiration or termination of this Agreement for any reason shall not relieve either party from any obligation relating to the treatment by either party of the confidential or proprietary information of the other party, which obligations shall survive any such expiration or termination, nor shall it relieve Client of any payment obligations for Leased Hardware accruing prior to such expiration or termination.

12. CONFIDENTIALITY

12.1 Confidential Information. By virtue of this Agreement, each party may disclose information that is confidential to such party. For purposes of this Agreement, "**Confidential Information**" of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is marked confidential or provided under circumstances reasonably indicating that it is confidential or

proprietary. Confidential Information includes, without limitation, the terms and conditions of this Agreement; all business plans, technical information or data, software, product ideas, methodologies, know-how, calculation algorithms and analytical routines; and all personnel, customer, contracts, pricing and financial information or materials disclosed or otherwise provided by such party ("**Disclosing Party**") to the other party ("**Receiving Party**"). Confidential Information does not include information that (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party. Without limiting the generality of, and notwithstanding the exclusions described in, the foregoing, Confidential Information of Skycatch includes all Skycatch technology, including any portion thereof (such as software in both object code and source code form) and any information or materials derived therefrom.

12.2 Restrictions on Use. Except as expressly provided in this Agreement, the Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees or consultants of the Receiving Party who have a need to know such Confidential Information and who are bound to protect the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) that are no less protective than those that are used by the Receiving Party with its own information of like nature, but that require no less than reasonable care. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.

12.3 Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Further, each party may disclose the terms and conditions of this Agreement: (a) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (b) in confidence, to legal counsel; (c) in confidence, to accountants, banks, financing sources and their advisors, and potential acquirers; and (d) in connection with the enforcement of this Agreement or any rights hereunder. Notwithstanding anything to the contrary contained herein, Skycatch will not be restricted from, or have any liability for, use of Residuals for any purpose, including without limitation, for use in development, manufacture, promotion, sale and maintenance of its products and services; provided, however, this right to Residuals does not represent a license under any patents or copyrights of Client. The term "**Residuals**" means any information that is retained in the unaided memories of Skycatch's employees, contractors and other personnel who have had access to the Client's Confidential Information. An employee's memory is unaided if the employee has not intentionally

memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

12.4 Equitable Relief. Each party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which remedies at law would be inadequate. Accordingly, each party (as Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

12.5 Return of Materials. Upon request of the Disclosing Party, each party (as Receiving Party) will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or, at the Disclosing Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.

13. MISCELLANEOUS

13.1 Governing Law. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles.

13.2 Dispute Resolution. If Client is an entity organized and existing under the laws of one of the 50 United States or an individual residing in the United States, then Section 13.2(a) will be effective and Section 13.2(b) will have no force or effect. Otherwise, Section 13.2(b) will be effective and Section 13.2(a) will have no force or effect.

(a) Client is a U.S. entity or resident. Any action arising out of or relating to this Agreement may be brought only before any federal or state court of competent jurisdiction located in San Francisco County, California, and Client consents to the exclusive jurisdiction and venue of such courts and waives any objections of improper venue or inconvenient forum. Notwithstanding the foregoing, Skycatch may initiate litigation in any court of competent jurisdiction seeking any remedy in equity, including the issuance of a preliminary, temporary or permanent injunction, or to specifically enforce its rights under this Agreement (including under Sections 7 and 12).

(b) Client is not U.S. entity or resident. The parties hereby consent to resolve any dispute arising hereunder or related hereto by submission of such dispute to binding arbitration in accordance with the JAMS Arbitration Rules of JAMS, Inc., by an arbitral tribunal composed of three arbitrators, who will be former judges with experience with the computer software industry. One arbitrator shall be nominated by the party initiating the request for arbitration, the second nominated by the other party, and the third, who shall act as the presiding arbitrator of the arbitral tribunal, nominated jointly by the other two arbitrators. Arbitration proceedings may be commenced by either party by providing written notice to the other party. All arbitration proceedings will be held in San Francisco, California, USA (provided that proceedings may be conducted by telephone conference call with the consent of the parties and the arbitrators) and will be conducted in the English language. All rulings by the arbitrator shall be final. The parties agree that the arbitrator will be empowered to grant injunctive or other equitable relief. The allocation of

expenses of the arbitration, including reasonable attorneys' fees, shall be determined by the arbitrator, or, in the absence of such determination, each party shall pay its own expenses. Notwithstanding the foregoing, (i) Skycatch may initiate litigation in any court of competent jurisdiction seeking any remedy in equity, including the issuance of a preliminary, temporary or permanent injunction, or to specifically enforce its rights under this Agreement; (ii) judgment on the arbitration award granted in any arbitration hereunder may be entered in, and the parties shall have the right to seek enforcement thereof by, any court of competent jurisdiction (and any additional expenses incurred in enforcing the arbitration award will be charged against the party that resists its enforcement); and (iii) Client hereby consents to the jurisdiction of any federal or state court located in the State of California, USA, and waives any objections of improper venue or inconvenient forum, in connection with clauses (i) or (ii) above.

13.3 Assignment. This Agreement, and any rights granted hereunder, may not be transferred or assigned by Client, but may be assigned by Skycatch without restriction. Any assignment made in conflict with this provision shall be void and of no effect. This Agreement shall benefit and bind the permitted successors and assigns of the parties.

13.4 Notices. Any notice, consent or other communication to be given under this Agreement by any Party shall be in writing and shall be either (a) personally delivered, (b) mailed by registered or certified mail, postage prepaid with return receipt requested, (c) delivered by prepaid overnight express delivery service or same-day local courier service, or (d) via e-mail transmission, with receipt confirmed or a confirming copy sent via mail. Notices delivered personally, by overnight express delivery service, by local courier service, facsimile transmission or email shall be deemed given as of actual receipt. Mailed notices shall be deemed given ten (10) calendar days after mailing.

13.5 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control. Such events, occurrences, or causes will include, without limitation, weather conditions, acts of God, strikes, lockouts, riots, acts of war or terrorism, failures of the Internet, failure of telecommunications systems, earthquakes, fire and explosions.

13.6 Export Control. Client understands and acknowledges that Skycatch is subject to regulation by agencies of the United States, including, but not limited to, the U.S. Department of Commerce, which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of Skycatch to provide the Skycatch Technology, Data, and Deliverables shall be subject in all respects to such laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including without limitation the U.S. Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the U.S. Department of Commerce, Bureau of Export Administration. Client represents and warrants that it will comply with the U.S. Export Administration Regulations and other laws and regulations governing exports in effect from time to time.

13.7 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights

under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

13.8 Severability. If any provision of this Agreement, or portion thereof, is found to be invalid, unlawful or unenforceable to any extent, such invalid provision or portion thereof will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith amendments to this Agreement to reflect the original intent of the parties as closely as possible.

13.9 Headings; Interpretation. Section, Exhibit, and Schedule headings are for ease of reference only and do not form part of this Agreement.

13.10 Entire Agreement. These Lease Terms, the Order, any applicable Cloud Services Agreement, and all exhibits and schedules attached thereto, contain the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. These Lease Terms may not be amended, except by a writing signed by both parties.
