Terms and Conditions

This Agreement ("Agreement") constitutes the terms and conditions applicable to the sale of products ("Product" or "Products") by Churchill Navigation, Inc. doing business as Shotover Systems, Inc. ("Shotover Systems") to the Buyer and if re-sold to the End-User of Products (Buyer and End-User are referred to in this Agreement as "Customer").

Conditions of Order
All orders placed with Shotover Systems are subject to this Agreement. Any purported change submitted by Customer in any additional documentation is hereby expressly rejected. All orders placed on forms deviating from this Agreement may be accepted, but solely on the basis that this Agreement will prevail and will be the sole terms governing the order. In the event that a software Product is resold for use by another party, such purchaser must agree to the terms of this Agreement and all references to Customer shall include such ultimate user of the Product, provided, however, that the Company must also provide advanced written notice prior to any sale of its products or services to a third party user.

Pricing and Products Information.
Shotover Systems makes reasonable efforts to provide current and accurate Products and price information relating to the Products (including third-party products) that Shotover Systems sells. Information relating to the Products and pricing is subject to change without notice. Shotover Systems sales quotations are valid for forty-five (45) days and all prices are in U.S. dollars.

Termination.
Customer shall have the right to cancel the Agreement upon 30 days' prior written notice to Shotover Systems and Shotover Systems shall stop performance upon the receipt of such notice. If the canceled order is for a Gimbal Product, Customer shall pay Shotover 25% of the Purchase Price. If the canceled order is for a custom product, Customer shall pay for: (a) equipment and/or components completed and delivered; (b) additional material and labor costs incurred; (c) engineering services for the canceled product, which shall not exceed the contract price for such product; and (d) such other costs and expenses, including cancellation charges under Shotover's subcontracts, if any.

Delivery:

Domestic:

When shipped within the USA all delivery costs associated with the delivery of Products are the responsibility of the customer unless otherwise agreed to in writing. Customers can choose to provide their FedEx or UPS account number to Shotover Systems to be used for the shipment of purchased Products to the Customer. If the Customer does not provide a FedEx or UPS account number prior to the shipment date, Shotover Systems will invoice the Customer for all shipping costs associated with the shipment of Products to Customer.

International:

When shipped outside of the USA, all international shipping costs, tariffs, customs fees, insurance, taxes, labor and all other related delivery costs are the responsibility of the

Customer. Customers can choose to provide their FedEx or UPS account number to Shotover Systems to be used for the shipment of purchased Products to the Customer. If the Customer does not provide a FedEx or UPS account number prior to the shipment date, Shotover Systems will invoice the Customer for all international shipping costs associated with the shipment of Products to Customer.

Speed of Delivery:
The desired method and speed of the delivery of a Product for both domestic and international shipments should be designated by the Customer when placing the order. When no such designation is made, Shotover Systems will ship by the method deemed most suitable to each instance.

Shortage/Damage Claims
All claims for shortages of items listed on the shipping document for all Products, must be initiated by Customer to Shotover Systems in writing within ten (10) days after receipt of the shipment. All claims for parcel shortage or damage of items listed on the bill of lading must be initiated by the Customer with the shipping carrier.

Payment Terms
Shotover Systems terms of payment are agreed to at the time of purchase and indicated on the final Quote or Purchase Order. All domestic payments must be made by ACH or Check and in some cases a Credit Card. Make all checks payable to Shotover Systems, Inc. All international customer payments must be made by Wire Transfer or in some cases a Credit Card may be accepted. Shotover Systems's banking information for ACH and Wire Transfers can be found on the invoice.

Security Interest
Shotover Systems retains a security interest in any Products sold to Customer until the purchase price is paid in full. Upon request, Customer will take all steps necessary to perfect Shotover Systems's security interest. Title to any hardware Products (excluding software), will pass to Customer upon payment of the purchase price in full.

Late Fees
Purchaser agrees to pay a late payment charge at the rate of one and a half percent (1.5 %) per month, eighteen percent (18%) per annum, or the highest rate legally permissible, on each delinquent statement balance, commencing on the thirty first (31st) day from invoice date. All credit based accounts are subject to stop shipment actions by Shotover Systems when Customer's account balance is in delinquency.

100% Satisfaction Guarantee for ARS/GEAR Products
For a period of one year from the date hardware Products are received by Customer, starting for a period of one year from the date of installation of Products, if Customer is dissatisfied for any reason, Customer can return Shotover Systems's hardware Products (and related third party Products purchased from Shotover Systems) and receive a 100% refund of all monies paid by Customer to Shotover Systems for returned hardware Products. All costs incurred by Customer related to the purchase of Shotover Systems Products, including but not limited to shipping, installation, cables, parts, training, etc. are Customer's sole responsibility and these costs will not be refunded by Shotover Systems. Shotover Systems does not accept returned Product once the one-year guarantee has expired. **All Gimbal Sales are non-refundable.**

Customer must obtain an authorized Return Material Authorization (RMA) number from Shotover Systems prior to returning Products for any reason. Email support@shotover.com or call +1 (720) 744-3300 to receive an RMA number.

Earthscape Terms of Use
Each of the Company and Customer hereby agree that the Terms of Use found at https://public.earthscape.com/terms (the "Terms of Use") shall constitute the sole and entire agreement between Customer and the Company regarding the terms of the use of Shotover Systems's Earthscape software ("Earthscape") and are incorporated herein by reference, and shall supersede (i) all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter and (ii) any other click-through terms of use required to be accepted by Customer to use Earthscape, if any, subsequent to entering to this Agreement. Client shall deliver a written copy of the Terms of Use to any of its employees, agents, and contractors who use Earthscape prior to their use of Earthscape.

Set-Up
The ARS/GEAR product line requires setup by a Shotover representative. Contact support@shotover.com to schedule.

Returns
See section "100% Satisfaction Guarantee". **All Gimbal Sales are non-refundable.**

Software License
Any Shotover Systems software will always remain the property of Shotover Systems. Shotover Systems software is provided under a limited, non-exclusive, non-transferable license to use the software, in object code form only, strictly for the Customer's internal purposes in connection with the use of Shotover Systems's Products. No other use is licensed. The software is licensed on a single per-product basis and a license must be purchased for each Product or computer being used. Customer agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the software. Any third-party software will be licensed in accordance with the license provided with the third-party software.

Software Updates
Some Shotover Systems Products receive software updates, if applicable, at no additional charge for the life of the Products. If a software update is shipped to Customer on a removable solid state drive, Customer is responsible for returning the original solid state drive to Shotover Systems at Customer's expense.

Data Updates
Some Shotover Systems Products include GIS and imagery data. These Products will receive data updates at no additional charge for the life of the Products. If a software update is shipped to Customer on a removable solid state drive, Customer is responsible for returning the original solid state drive to Shotover Systems at Customer's expense. Data is provided by customers and third party service providers. Shotover Systems does not warranty nor is Shotover Systems liable for the accuracy of the data. Shotover Systems disclaims any responsibility or liability to users (or transferees or vendees of users) for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the Data or the use of it.

Limited Hardware Warranty for Gimbal Products

(a) Shotover warrants that the Products will perform to published specifications and be free from defects in material under normal use for twelve (12) months, commencing from the date of Delivery. In the event that Shotover supplies Customer with third party equipment (e.g., camera(s) and/or lens(es)), such equipment is subject to each manufacturer's warranty and is not covered by the warranties contained in this Agreement;

(b) Shotover warrants repairs and spare parts or replacement parts manufactured by Shotover for twelve (12) months from the date of Delivery; **Third party Products used to repair a Shotover Systems system are subject to the warranty terms of third party manufacturers.**

(b.1) *Shotover strongly recommends that all repairs be performed at a Shotover-authorized service center to ensure proper functionality and maintain product integrity. If Customer chooses to purchase and install parts themselves, then the following terms and conditions apply to the purchase:*

1. Parts purchased for self-repair are covered under a limited 7-day warranty for defects upon delivery but are not covered for damage caused by installation, misuse, or incorrect diagnosis.

2. Shotover assumes no liability for damages or operational failures resulting from self-repair.

3. If a self-repair attempt fails and the system is sent to us for service, full repair charges will apply, even if the product was previously under warranty. Additionally, we cannot guarantee the purchased part can be re-used, and a replacement may be required.

4. Remote technical support is available for self-service repairs at the current Shotover service fee per hour and subject to availability.

5. These terms govern all transactions involving parts purchased for the purpose of customer self-repair of Shotover products.

(c) Customer shall report in writing any claimed defects to Shotover immediately upon discovery thereof and in any event within the applicable warranty period. Shotover in its sole discretion shall elect to either repair the Products or furnish replacement equipment or parts at the appropriate Shotover service center nearest to Customer. No Products furnished by Shotover shall be deemed to be defective by reason of: (i) normal wear and tear, (ii) Customer's failure to store, install, operate or maintain the Products in accordance with good industry practice or specific recommendations or instructions of Shotover, or (iii) failure to receive adequate training with respect to the use, operation and maintenance of the Products. This warranty shall be void if the Products have been repaired, altered or modified in any manner by persons other than Shotover or Shotover's authorized designee. THE REPAIR OR REPLACEMENT OF THE PRODUCTS AT SHOTOVER'S ELECTION UNDER THIS SECTION, SHALL CONSTITUTE SHOTOVER'S SOLE OBLIGATION, AND Customer'S SOLE AND EXCLUSIVE REMEDY, FOR ALL CLAIMS OF DEFECTS. If that remedy is adjudicated by a court of competent jurisdiction to be insufficient, Shotover shall refund Customer's paid purchase price, Customer shall return the Products, and Shotover shall have no further liability to Customer under this Agreement. Under this warranty, Customer is responsible for the shipping and any other charges incurred in sending the Products to the authorized service

center specified by Shotover and Shotover shall pay for the return of the Products to Customer;

(d) SHOTOVER MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS OR SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. FURTHER, SHOTOVER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS ARE COMPATIBLE WITH ANY COMBINATION OF NON-SHOTOVER PRODUCTS OR WITH WHICH CUSTOMER MAY ELECT TO CONNECT OR USE THE PRODUCTS. CUSTOMER AGREES THAT ANY SUCH CONNECTION, COMBINATION OR USE MAY VOID THE WARRANTY GIVEN HEREUNDER.

Limited Hardware Warranty for ARS/GEAR and OSCAR Products

Shotover Systems offers a three (3) year ('Warranty Period') Limited Hardware Warranty on Shotover Systems ARS/GEAR hardware Products, and a one (1) year ('Warranty Period') Limited Hardware Warranty on Shotover Systems OSCAR hardware Products. The term of the limited Warranty Period begins on the date the customer receives the hardware Products. The Limited Hardware Warranty covers all parts and labor performed by Shotover Systems personnel. **Third party Products sold in conjunction with a Shotover Systems system are subject to the warranty terms of third party manufacturers.**

During the applicable Warranty Period (three years for ARS/GEAR Products and one year for OSCAR Products), Shotover Systems warrants that during the Warranty Period the hardware Products will be free from defects in material and workmanship and conform to Shotover Systems specifications. Customer's exclusive remedy for a claim under this warranty will be limited to the repair or replacement, at Shotover Systems's option, of defective or nonconforming hardware Products, parts or components. Replacement of parts may be with either new or reconditioned parts, at Shotover Systems's election. Reconditioned parts are permitted under Shotover Systems's approved manufacturing and engineering processes and guidelines and do not render such items defective in material or workmanship.

This Limited Hardware Warranty does not extend to **(i) accident, abuse, misuse or negligent use of the Products (ii) failure to follow prescribed installation, operating and maintenance procedures, (ii) opening, modifications, alterations, additions or changes not authorized by Shotover Systems, (iii) damage caused by force of nature or act of any third person, (iv) service or repair of hardware Products other than by Shotover Systems, or (e) original identification marks have been removed or altered**.

Customer is responsible for all costs for the removal and reinstallation of Shotover Systems's Products and related costs including but not limited to hardware, cabling, parts, etc.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND Shotover Systems.

Warranty on Repairs for ARS/GEAR and OSCAR Hardware Products

Shotover Systems offers a six month ('Warranty Period') Warranty on repairs to ARS/GEAR and OSCAR hardware Products.. The term of the Limited Repair Warranty Period begins on the date the customer receives the repaired Products. The Limited Repair Warranty covers all

parts and labor performed by Shotover Systems personnel. **Third party Products used to repair a Shotover Systems system are subject to the warranty terms of third party manufacturers.**

Shotover Systems warrants that during the Warranty Period the hardware Products will be free from defects in material and workmanship and conform to Shotover Systems specifications. Customer's exclusive remedy for a claim under this warranty will be limited to the repair or replacement, at Shotover Systems's option, of defective or nonconforming hardware Products, parts or components. Replacement of parts may be with either new or reconditioned parts, at Shotover Systems's election. Reconditioned parts are permitted under Shotover Systems's approved manufacturing and engineering processes and guidelines and do not render such items defective in material or workmanship.

This Limited Repair Warranty does not extend to **(i) accident, abuse, misuse or negligent use of the hardware Products (ii) failure to follow prescribed installation, operating and maintenance procedures, (ii) opening, modifications, alterations, additions or changes not authorized by Shotover Systems, (iii) damage caused by force of nature or act of any third person, (iv) service or repair of hardware Products other than by Shotover Systems, or (e) original identification marks have been removed or altered**.

Export/Import Requirements:
Export of Products created and manufactured in the U.S. are subject to U.S. export regulations, including the International Traffic in Arms Regulations and the Export Administration Regulations. Licenses, permits, or other export authorizations may be required prior to the export of Products. Shotover Systems assumes responsibility for obtaining required U.S. government approval for international customers. Customers are responsible for complying with all applicable export and import laws and regulations including restrictions against sanctioned countries and denied or designated parties, as well as obtaining the required export authorizations for their own international shipments. Violation of the export regulations can result in severe fines, penalties, imprisonment and loss of exporting privileges.

Export of Shotover Products designed and created abroad are subject to the export regulations of their country of origin. Where an Import License is required to import material into a foreign country, the Import License must be obtained by the Customer and/or representative in that country.

Repairs
Shotover Systems prioritizes repairs with the goal of repairing and returning the hardware Products to the Customer as soon as possible regardless of warranty status. See "Limited Hardware Warranty" section for details about Shotover Systems's warranty on hardware Products. In the event a hardware Product is not functioning properly please contact Shotover Systems's Technical Support Team by emailing support@Shotover.com or calling +1 (720) 744-3300. **Prior to returning hardware Products, Customers must obtain an authorized Return Material Authorization (RMA) number from Shotover Systems by contacting Shotover Systems's Technical Support Team.**

Costs for Repairs Under Warranty
As long as the repair for a hardware Product under warranty is initiated before the Limited Hardware Warranty period expires and the hardware Products are received by Shotover Systems within 10 days

from the date the Customer reports the repair, there are no costs for repairs on Shotover Systems hardware Products under warranty. In addition, Shotover Systems will provide loaner equipment to Customer if and when available while repairs are being made at no charge other than shipping fees and costs associated with shipping the loaner equipment to and from Customer. Please contact Shotover Systems's Technical Support Team to receive an authorized Return Material Authorization (RMA) number before sending your equipment in for repair.

Delivery Speed and Shipping Fees for Repairs Under Warranty
Customer is responsible for all shipping costs, tariffs, customs fees, insurance, taxes, labor and all other costs related to shipping for sending the equipment to Shotover Systems for repair. Shotover Systems is responsible for the return shipping costs for sending the under-warranty repaired hardware Product to Customer when Customer is located within the United States mainland. Customer is responsible for all shipping costs, tariffs, customs fees, insurance, taxes, labor and all other costs related to returning the under-warranty repaired hardware Product to Customer when Customer is located outside of the United States mainland. Shotover Systems will ship by the method deemed most suitable to each instance and will expedite shipment whenever possible.

Costs for Repairs with Expired Warranty
All Shotover Systems hardware Products with an expired warranty can be repaired by Shotover Systems. Please contact Shotover Systems's Technical Support Team to receive a repair quote and an authorized Return Material Authorization (RMA) number. Customer is responsible for all shipping costs, tariffs, customs fees, insurance, taxes, labor and all other costs related to shipping an expired-warranty repaired hardware Product both to and from Shotover Systems. For expired warranty hardware Products, Shotover Systems will provide loaner equipment when available to Customer while repairs are being made at no charge other than shipping fees and costs associated with shipping the loaner equipment to and from Customer.

Delivery Speed and Shipping Fees for Out-of-Warranty Repairs
Customer can choose to provide their FedEx or UPS account number to Shotover Systems to be used for the shipment of repaired hardware Products to the Customer. When Customer provides their Carrier's Account number to Shotover for the return of repaired item(s) to Customer, Customer is responsible for all shipping costs, tariffs, customs fees, insurance, taxes, labor and all other costs related to shipping. If Customer does not provide a FedEx or UPS account number prior to the shipment date, Shotover Systems will invoice Customer for all relevant shipping costs associated with the shipment of repaired hardware Products to Customer. The desired method and speed of the delivery of repaired Products for both domestic and international shipments should be designated by Customer when obtaining the RMA#. When no such designation is made, Shotover Systems will ship by the method deemed most suitable to each instance.

Technical Support
Technical support for Shotover Systems Products is available 24 hours a day, 7 days a week. Our normal business hours are Monday - Friday 8:30 am to 6 pm MST; however, Customers can also reach us outside of those hours as available. Our Technical Support Team can be reached by calling **+1 (720) 744-3300** or emailing support@Shotover.com. Customers can also make an appointment with our Technical Support Team in advance at any time.

Software Customization
We accept requests for customization to our software Products. There is no charge for most software customizations; however, if Customer would like to have their software enhancement prioritized on

Shotover Systems's schedule, a price quotation can be provided. Shotover Systems, at their sole discretion, will decide if the software customization will be done.

Copyright and Confidentiality
Copyright in any specification, drawing, computer software, technical description and other document supplied by Shotover Systems and all intellectual property rights in the design of any part of the Products or provision of services, whether such design be registered or not, will vest in Shotover Systems absolutely. The Customer will keep confidential any information expressed or confirmed by Shotover Systems in writing to be confidential and will not disclose it without Shotover Systems's prior consent in writing to any third party or use it other than for the operation and maintenance of any Products provided.

No Reverse Engineering
It is an express condition of this Agreement that Customer shall not reverse engineer, decompile, deconstruct, disassemble, synthesize, or extract any element of and/or otherwise discover any Confidential Information, or request or accept any disclosure of Confidential Information from a third party who reverse engineers, decompiles, deconstructs, disassembles, synthesizes, or extracts any element of and/or otherwise discovers any Confidential Information, or otherwise attempt to derive Confidential Information contained or embodied in the Products. In the event that Customer breaches any obligations set forth in the preceding sentence, or otherwise misappropriates or makes unauthorized use of the Confidential Information, any intellectual property resulting or deriving from the breach(es) shall be for Shotover System's benefit, and Shotover System shall be the sole and exclusive owner of that intellectual property. Customer will execute an assignment of invention(s), in a form approved by Shotover Systems, for any intellectual property arising from a breach of this Section. The aforementioned provisions shall in no way be considered to abridge, supplant or otherwise limit other legal or equitable remedies available to Shotover Systems for such breaches, and Shotover Systems may seek redress for such breaches to the fullest extent allowable by law.

Limitation of Liability
In no event will Shotover Systems be liable to Customer or to any third party for any indirect, incidental, special, consequential, punitive or exemplary damages (including without limitation lost profits, lost savings, or loss of business opportunity) arising out of or relating to any Products, even if Shotover Systems has been advised of the possibility of such damages. Subject to the foregoing, in no event will Shotover Systems's liability relating in any way to any Products exceed the amount that Shotover Systems has been paid by Customer under this agreement at the time the claim is made, regardless of the legal theory asserted for such liability, whether in contract, tort, warranty or otherwise. Customer is wholly liable for Shotover Systems employees when Shotover Systems employees are working at Customer's location including when working in or around Customer's aircraft. Customer must provide adequate insurance coverage and implement safety policies to ensure the safety of all Shotover Systems employees who are working in or around Customer's aircraft in any capacity. A certificate of insurance to provide proof of adequate insurance coverage may be required prior to any site visits by Shotover Systems employees. Customer is solely responsible for all installations.

Export Compliance
Customer will not use, export or re-export any portion of the Products except as authorized by United States law and the laws of the jurisdiction in which the Products are purchased (as applicable). In particular, (i) the Products may not be exported or re-exported, transferred or

re-transferred into any restricted destination (including countries or regions that the USA, Canada, United Nations or European Union embargoes or sanctions) and (ii) to any person on any denial/debarment list. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

Governing Law and Venue
This Agreement will be interpreted under the laws of Colorado. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. In the event of a dispute arising out of or relating to this Agreement, the parties agree that venue is proper in and that they will submit to the exclusive jurisdiction of the courts of relevant jurisdiction in Boulder, Colorado, USA.

Assignment
Customer cannot assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Shotover Systems. Shotover Systems may assign its rights and obligations under this Agreement at any time and without prior notice or approval of Customer.

Changes to the Terms and Conditions
Shotover Systems reserves the right to change the terms of this Agreement without notice and such changes will be binding on Customer and Shotover Systems.

General Provisions
This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No waiver by Shotover Systems of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. If any part of this Agreement is determined by a court of competent jurisdiction or arbitrator with jurisdiction over a dispute to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect, and such court or arbitrator will have the authority, if possible, to revise any invalid or unenforceable provision to most accurately reflect the intent of the parties as shown by the original wording of that provision while rendering it valid and enforceable. This Agreement and the subject matter that they cover do not create any joint venture, partnership, employment, or agency relationship between Shotover Systems and Customer. The obligations, rights, terms and conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their permitted respective successors and assigns. This Agreement may not be amended or modified unless so done in writing and signed by an authorized representative of Shotover Systems.