



HOVERFLY®

HOVERFLY STANDARD WARRANTY, SUPPORT, AND SOFTWARE LICENSE PROVISIONS

Hoverfly Technologies, Inc. ("Hoverfly"), Tethered Drone Systems
Revision 6, July 9, 2026.

1. DEFINITIONS

1.1 System. The Hoverfly aerial vehicle, tether kit, and Hoverfly-manufactured accessories and software, identified by serial number.

1.2 Customer. The purchasing party and software licensee of a Hoverfly System.

1.3 First End User. The organization that the System was originally bought for and delivered to — whether that's the Customer itself or another organization receiving it through an authorized reseller, contractor, or government channel, as identified to Hoverfly at or before delivery.

1.4 Field Replaceable Unit (FRU). A Hoverfly spares kit containing designated field replaceable parts and assemblies.

1.5 Customer Serviceable Items. Parts and assemblies supplied within a Hoverfly FRU.

1.6 Consumables. Propellers, batteries, tether spools, and motors.

1.7 Operator's Manual. The Hoverfly operation and maintenance documentation associated with the System, including preventive maintenance checks and services (PMCS) schedules.

2. SCOPE

Hoverfly offers the Customer the following warranty, support, and license conditions for the purchased System. Warranty coverage becomes effective on the date each System is shipped, tracked per unit by serial number. The warranty and support provisions of this Agreement apply only to Systems that are unpacked, assembled, installed, maintained, and operated in accordance with the Operator's Manual. Please contact Hoverfly Customer Service with any question regarding operation, restrictions, safety, maintenance, or storage and the effect on coverage.

3. SYSTEM LIMITED BASIC WARRANTY (THE "WARRANTY")

3.1 Term of Warranty. For one (1) year, plus one additional month for administrative grace (thirteen (13) months in total), from the date of shipment of each System, as tracked per unit by serial number (the "Term"), Hoverfly shall repair or replace any component of the System that exhibits a functional failure or a defect in workmanship. The definition of a functional failure or defect in workmanship does not extend the specifications or intended use of the System or its components.

3.2 Program and Batch Deliveries. Where program or batch purchases are delivered in phases, the Term shall run independently for each System as indicated by its serial number ship date. Where additional warranty years are purchased for a System, each purchased year adds twelve (12) months to that System's then-current warranty expiration date.

3.3 Consumables. Consumables are excluded from warranty coverage when worn or expended in normal service, or when not replaced at the intervals stated in the Operator's Manual. Consumables are covered when damaged as a direct result of a covered System functional failure or workmanship defect.

3.4 Maintenance Condition. Coverage under this Warranty is contingent on performance of PMCS and replacement of Consumables at the intervals stated in the Operator's Manual. Maintenance and replacement records shall be kept by Customer made available to Hoverfly on request.

3.5 Claims and Returns. The Customer agrees to report any problem with the System promptly through Hoverfly's support system, online or via the Customer Service telephone hotline listed in Section 6.2, and to obtain a return material authorization (RMA) number from Hoverfly Customer Support before returning any component. For claims covered under this Warranty, Hoverfly shall pay standard ground shipping in both directions using the carrier of Hoverfly's choice; the Customer may upgrade the shipping method at the Customer's expense by paying the difference in shipping cost. Repair and return are subject to the availability of parts and operations staff at the time of service. Replacement components are warranted against failure for an additional ninety (90) days after receipt by the Customer or for the remainder of the original warranty Term, whichever is longer.

3.6 Diagnostics. Where the Customer's security policy permits, Hoverfly or its agent may request temporary access to the System via an internet connection to perform remote diagnostics. Where connectivity is not permitted, diagnostics may proceed by Customer export of System log files, by on-site diagnostics performed by Hoverfly or its authorized agent where available, or by return of the unit under RMA. Declining remote connectivity does not void coverage, but may delay warranty determination.

3.7 Claims Not Covered; No Defect Found. If inspection of a returned System does not identify a defect covered by this Warranty, or determines that an exclusion in Section 4 applies, shipping in both directions shall be the Customer's responsibility and Hoverfly may invoice Customer any inbound freight it has advanced. Hoverfly will provide a written quote before performing any chargeable repair; the Customer may decline the quote and have the unit returned at the Customer's expense. Components repaired for a fee carry the replacement component warranty stated in Section 3.5.

4. EXCLUSIONS

No warranty or obligation applies to any portion of the System subjected to any of the following:

(a) Consumable wear: Consumables worn or expended in normal service, per Section 3.3.

(b) Operation outside the manual: Damage from unpacking, assembly, installation, maintenance, or operation inconsistent with the Operator's Manual and training.

(c) External causes: Negligence, misuse, fire, casualty, combat damage, and other external causes.

(d) Wildlife: Bird strikes and other wildlife interactions.

(e) Tether path obstruction: Crashes or damage from tether entanglement or obstruction; tether clearance is an operator responsibility.

(f) Mobility and vehicle operations: Vehicle-mounted and on-the-move operation is covered when the System is operated with Hoverfly-approved isolation mounts, within published vibration and G-force limits, and with proper safety and mounting conditions on the vehicle, including care for keep-out areas and vehicle-mounted obstructions such as radio antennas and masts. Coverage is excluded where System logs show published limits were exceeded or required isolation mounts were not used. Hoverfly may analyze internal System logs,

including GPS speed, accelerometer, G-force, and sensor telemetry, in making this determination.

(g) Unauthorized service or modification: Any service, repair, change, or modification of the System or software performed by any party other than Hoverfly or a Hoverfly authorized service agent, except field replacement of Customer Serviceable Items; and any unauthorized software, SDK application, or third-party integration not approved and/or validated by Hoverfly.

(h) Third-party payloads and accessories: Third-party payloads and accessories supplied by Hoverfly carry their third-party manufacturers' warranties, administered with Hoverfly support, and Hoverfly remains the Customer's single point of contact. Any third-party payload or accessory not provided by Hoverfly order shall carry no warranty coverage, and its use may cause loss of System warranty coverage, which shall be determined by Hoverfly on a case by case basis (for example, powering the System from a 10kW military generator without clean sine-wave power output, or mounting a non-approved radio payload with unknown EMI emissions).

(i) Generators: Gasoline generators supplied by Hoverfly are covered during the Term of the System they accompany. Thereafter, generators are commercial items maintained by the operator per PMCS schedules and are excluded from coverage; replacement units remain available through Hoverfly at then-current pricing.

5. TRANSFER

This Warranty extends to the Customer and to the First End User. It is not transferable to, and shall not be enforceable by, any other organization or party without Hoverfly's prior written consent, and any resale, conveyance, or reassignment of the System to a party other than the First End User voids the remaining Warranty.

6. SUPPORT

6.1 Training. Under separate conditions and for separate consideration, Hoverfly provides training prior to or after System delivery. Training consists of the review of the Operator's Manual and related documentation, hands-on flight and System operations instruction, and inspection and maintenance protocols. Safe and proper System operation requires advanced understanding, specific experience, and learned skills.

6.2 Technical Support. Hoverfly provides technical and operations support during the Term of each System, during Hoverfly business hours, by telephone, email, and the web-based support facilities: 1-833-483-7359 (1-833-HVERFLY), or Hoverflytech.com/support. Support beyond the Term is available through the purchase of an extended warranty period or Hoverfly's then-current support offerings.

7. SOFTWARE LICENSE

Hoverfly grants the Customer a non-exclusive, non-transferable license to use the Software solely as installed on and with the System, in its authorized configuration. The license transfers only with the System and only to the First End User. The Customer shall not copy (except for archival purposes), modify, reverse engineer, decompile, or disassemble the Software, or attempt to derive its source code. Software updates are provided while the System is under active warranty or purchased support coverage. Use of the Hoverfly Software Development Kit (SDK) or API is governed by separate Hoverfly SDK license terms. Title to the Software shall remain with Hoverfly at all times.

8. GENERAL PROVISIONS

8.1 No Assignment. Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other, except that this Agreement shall follow the System to the First End User under Section 5, and either party may assign to a successor in interest by merger, acquisition, or sale of substantially all assets. Any other attempted assignment shall be invalid.

8.2 No Waiver. Neither party shall, by mere lapse of time and without giving notice, be deemed to have waived any breach by the other party of any term of this Agreement. Waiver of one breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver.

8.3 Limitation of Liability. Hoverfly's cumulative liability to the Customer or any other party for any loss or damages arising out of or relating to this Agreement or use of the Software shall not exceed the purchase price of the specific System unit, and the Hoverfly-issued accessories for that System, giving rise to the claim. In no event shall Hoverfly be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if advised of the possibility of such damages. Additional insurance, named or declared insured parties, indemnification, and consequential use and liability insurance coverage are available to the Customer through Hoverfly and third parties. No cumulative or specific limit liability coverage is granted or implied by this Agreement.

8.4 Commercial Item. Hoverfly Systems and Hoverfly-manufactured accessories are commercial products, developed at private expense and sold in the commercial marketplace, and are offered with these standard commercial warranty terms.

8.5 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Delaware, United States of America.

8.6 Changes to Warranty. The Company may revise its warranty, and all revisions are effective immediately once communicated or published on its website.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the Customer and Hoverfly with respect to warranty, support, and license of the System and Software, and supersedes all collateral communications, written or verbal, with respect to the matters hereof.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SYSTEM AND THE SOFTWARE CONTAINED THEREIN ARE SOLD, DELIVERED, AND LICENSED "AS IS," AND HOVERFLY TECHNOLOGIES, INC. DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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