

# HOVERFLY TECHNOLOGIES, INC.

## SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT

*R7, July 14, 2026.*

This Software Development Kit License Agreement (this "Agreement" or "SDK") is entered into as of the date of the last signature set forth on the signature page (the "Effective Date") by and between **Hoverfly Technologies, Inc.**, a Delaware corporation, with its principal place of business at 800 Central Park Drive, Sanford, FL 32771 ("Hoverfly"), and the purchaser identified on the applicable Hoverfly quotation, purchase order acceptance, or invoice ("Licensee"). Hoverfly and Licensee are each a "Party" and together the "Parties".

**BY PURCHASING, DOWNLOADING, INSTALLING, ACCESSING, OR USING ANY PORTION OF THE SDK, LICENSEE AGREES TO BE BOUND BY THIS AGREEMENT. IF LICENSEE DOES NOT AGREE, LICENSEE MUST NOT USE THE SDK AND MUST DESTROY ALL COPIES.**

### 1. Definitions

**1.1 "SDK"** means the Hoverfly software development kit, including without limitation the HFConnect libraries and any successor or renamed kit, in any and all forms, versions, releases, and programming languages or environments in which Hoverfly makes it available now or in the future (including without limitation Java, C, C++, C#, Python, Rust, Go, JavaScript or TypeScript, and any other language, binding, wrapper, or runtime), together with all associated application programming interfaces (APIs), interface control documents, protocol definitions, message formats, libraries, object code, header files, sample code, reference implementations, documentation, release notes, README files, and any updates to any of the foregoing.

**1.2 "Hoverfly System"** means any Hoverfly hardware, aircraft, tethered unmanned aircraft system, ground equipment, payload interface, or Hoverfly software (including FlightHub and flight management software) with which the SDK is designed to communicate or interoperate.

**1.3 "Integration Work"** means any software, firmware, configuration, script, interface, or system developed by or for Licensee (or an Authorized Integrator) that uses, calls, links to, incorporates output from, or otherwise interoperates with the SDK or a Hoverfly System.

**1.4 "Authorized Program"** means the specific end customer program, contract, or procurement identified in the applicable Hoverfly quotation, order acknowledgment, or SDK Order Schedule for which the SDK was purchased. The Authorized Program shall be identified by program name, contract number, purchase order, statement of work or other unique identifier sufficient to distinguish it from any other program or opportunity. If no program is identified, the Authorized Program is limited to Licensee's own internal use with Hoverfly Systems lawfully purchased by Licensee or its end customer.

**1.5 "Authorized Integrator"** means a third party expressly identified in writing by Hoverfly (in the applicable order document or a separate written authorization signed by Hoverfly) that is permitted to access the SDK solely to perform Integration Work for the Authorized Program on behalf of Licensee or the end customer of the Authorized Program.

**1.6 "Updates"** means bug fixes, patches, minor releases, and new versions of the SDK that Hoverfly elects, in its sole discretion, to make available to Licensee. Updates are licensed, not sold, and are governed by this Agreement.

### 2. The SDK Is a Purchased Product; License, Not Sale

**2.1 Purchased item.** The SDK is a commercial product of Hoverfly that is sold as a priced line item. Access to the SDK is available only to the purchaser of record under a Hoverfly quotation, purchase order acceptance, or invoice. No right to the SDK arises from the purchase of Hoverfly hardware alone, from participation in a program involving Hoverfly Systems, or from receipt of the SDK from any party other than Hoverfly.

**2.2 License, not sale.** The SDK is licensed, not sold. Hoverfly and its licensors retain all right, title, and interest in and to the SDK, all copies thereof, and all intellectual property rights therein. No rights are granted by implication, estoppel, or otherwise except as expressly stated in this Agreement.

**2.3 No transfer or sharing.** SHARING, COPYING, DISTRIBUTING, PUBLISHING, POSTING, SUBLICENSING, RENTING, LEASING, LENDING, SELLING, OR OTHERWISE MAKING THE SDK OR ANY PORTION OF IT AVAILABLE TO ANY THIRD PARTY IS STRICTLY PROHIBITED, except for disclosure to an Authorized Integrator strictly as permitted in Section 4. Possession or access to the SDK by any party other than the purchaser of record, or an Authorized Integrator, expressly permitted under Section 4, shall automatically be considered as unauthorized. Any such unauthorized possession, access, or use shall constitute a material breach of this Agreement and an infringement of Hoverfly's intellectual property rights.

### 3. License Grant

**3.1 Grant.** Subject to Licensee's payment of all applicable fees and continuous compliance with this Agreement, Hoverfly grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable (except as expressly set forth in Section 4), revocable license during the Term to: (a) install and use the SDK on systems under Licensee's control; and (b) develop, test, and operate Integration Work solely for the Authorized Program and solely for use with Hoverfly Systems lawfully acquired from Hoverfly or its authorized channel.

**3.2 Scope limitation.** The license in Section 3.1 is granted per Authorized Program. Use of the SDK for any other program, customer, product line, offering, or opportunity requires a separate written license from Hoverfly and payment of Hoverfly's then-current fees. In case of doubt as to whether a use falls within the Authorized Program, the use is outside the scope of this license unless Hoverfly confirms otherwise in writing.

**3.3 Restrictions.** Licensee shall not, and shall not permit any third party to: (a) copy the SDK except for one archival copy and copies reasonably necessary for the licensed development; (b) modify, adapt, translate, or create derivative works of the SDK itself (Integration Work that merely calls the SDK's published interfaces is not a derivative work of the SDK); (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, protocols, or algorithms of the SDK or any Hoverfly System, except to the limited extent such restriction is prohibited by applicable law and then only after written notice to Hoverfly; (d) use the SDK to develop, train, or improve any product, service, or software that competes with, replaces, or emulates, performs similar command, control, telemetry or integration functions of the SDK or any Hoverfly System; (e) use the SDK to control, spoof, or interoperate with any aircraft or hardware that is not a Hoverfly System; (f) publish, disclose, or benchmark the SDK, its documentation, or its performance without Hoverfly's prior written consent; (g) remove, alter, or obscure any proprietary notices; or (h) circumvent any license key, activation, or technical protection measure; (i) upload, store, or process the SDK or any portion of it in any shared, multi-tenant, or cloud-hosted environment unless such environment is under Licensee's exclusive control; (j) use the SDK, the Documentation, or any portion thereof, including any output derived from the SDK that exposes proprietary interfaces or protocols, to train, fine-tune, evaluate, or improve any artificial intelligence, machine learning model, large language model, automated code generation system, or similar technology.

### 4. Authorized Integrators and Third-Party Use

**4.1 Written authorization required.** Licensee may disclose the SDK to a third party only if that third party has been designated an Authorized Integrator by Hoverfly in writing. Hoverfly may condition designation on the Authorized Integrator executing this Agreement or a Hoverfly-approved flow-down agreement directly with Hoverfly. No third party is an Authorized Integrator unless Hoverfly expressly designates such party in writing. Licensee may not designate or imply authorization on Hoverfly's behalf.

**4.2 Scope of integrator rights.** An Authorized Integrator's rights are limited to performing Integration Work for the Authorized Program only, on behalf of Licensee or the end customer of the Authorized Program. An Authorized Integrator acquires no license, ownership, or other rights in the SDK, and no right to use the SDK, Hoverfly Confidential Information, Documentation, interface definitions, protocols, or other proprietary information or any Integration Work for any other customer, program, product, or commercial offering. For the avoidance of doubt, any use of the SDK, Hoverfly Confidential Information, Documentation, interface definitions, protocols, or other proprietary information derived from or disclosed through the SDK outside the Authorized Program requires a separate written license from Hoverfly. Nothing in this Agreement is intended to prohibit an individual from using general skills, experience, and knowledge retained in unaided memory, provided that no SDK, Confidential Information, Documentation, interface definitions, protocols, trade secrets, or other proprietary information of Hoverfly is used or disclosed.

**4.3 No independent commercialization.** FOR THE AVOIDANCE OF DOUBT: Neither Licensee nor any Authorized Integrator may use the SDK, any Hoverfly Confidential Information, Documentation, interface definitions, protocols, or other proprietary information, or hold itself out as able to use the SDK, to offer, market, sell, or deliver any integration product, integration service, interoperability capability, or line of business involving Hoverfly Systems to any party other than the end customer of the Authorized Program. The authorization granted under this Agreement is specific to the Authorized Program and does not authorize Licensee or any Authorized Integrator to provide SDK-based development, integration, consulting, support, maintenance, or interoperability services for any other person, customer, program, or opportunity without Hoverfly's prior written consent. Any such offering (for example, a generalized "Hoverfly integration" capability or a productized interface to Hoverfly Systems) requires a separate commercial license agreement with Hoverfly, negotiated and paid for in advance. Absent such an agreement, any such use is unlicensed, constitutes a material breach of this Agreement and to the extent permitted by applicable law, constitutes unlicensed commercialization and infringement of Hoverfly's intellectual property rights. Hoverfly reserves all rights and remedies, including injunctive relief, disgorgement of profits, and immediate termination of all licenses, and recovery of damages.

**4.4 Responsibility for integrators.** Licensee is fully responsible and liable for each Authorized Integrator's (and each of Licensee's and its integrators' personnel's) compliance with this Agreement as if their acts and omissions were Licensee's own. Licensee shall notify Hoverfly promptly in writing of any actual or suspected unauthorized use or disclosure. Licensee's responsibility for each Authorized Integrator is strict and without limitation.

## **5. Safety-Critical Use; Hoverfly Integration Review**

**5.1 Acknowledgment.** Licensee acknowledges that Hoverfly Systems are aircraft and flight-critical equipment, and that the SDK provides commands and data that can directly affect flight behavior, payload behavior, and the safety of persons and property. Defective, untested, or improperly integrated software interacting with a Hoverfly System can cause loss of aircraft, property damage, injury, or death.

**5.2 Hoverfly review strongly recommended.** HOVERFLY, AS THE ORIGINAL EQUIPMENT MANUFACTURER, STRONGLY RECOMMENDS, AND RECOGNIZED INDUSTRY PRACTICE RECOMMENDS, THAT ALL INTEGRATION

WORK BE SUBMITTED TO HOVERFLY FOR REVIEW AND VALIDATION PRIOR TO ANY FLIGHT OPERATION AND PRIOR TO ANY OPERATIONAL, FIELDING, OR CUSTOMER-FACING USE. For any Integration Work that affects or interacts with safety-critical functionality, flight behavior, command pathways, or payload control, Hoverfly's review is not optional. Such review is a mandatory element of safe operation. Licensee's election to proceed without Hoverfly's review is made at Licensee's sole risk and does not reduce, shift, or limit Licensee's responsibility for the design, testing, and safety of the Integration Work. Hoverfly offers integration review and validation services for this purpose. Licensee's election not to obtain Hoverfly review is made at Licensee's sole risk.

**5.3 Effect of review.** Any review, comment, validation, or assistance provided by Hoverfly is advisory only, does not constitute acceptance, certification, or approval of the Integration Work, does not transfer any design responsibility to Hoverfly, and does not reduce or waive any of Licensee's obligations, assumptions of risk, or indemnities under this Agreement.

**5.4 Licensee responsibility.** As between the Parties, Licensee bears sole responsibility for the design, testing, verification, validation, safety, regulatory compliance, and performance of all Integration Work, and for the conduct of all flight operations involving Integration Work, including compliance with all applicable aviation, spectrum, and safety regulations. Licensee shall follow the SDK documentation and any safety notices or operational limits published by Hoverfly.

**5.5 Warranty condition.** Use of Integration Work that has not been reviewed and validated in writing by Hoverfly may void or limit Hoverfly's product warranty with respect to any resulting damage, malfunction, or nonconformance, as set forth in the Hoverfly Standard Warranty (which can be found at <https://hoverflytech.com/warranty/>). Damage or loss caused in whole or in part by Integration Work is excluded from warranty coverage. Hoverfly may decline to provide technical support, troubleshooting assistance, or warranty coverage for any issue, malfunction, or nonconformance arising from Integration Work that was not submitted to Hoverfly for review. Hoverfly has no obligation to support or warrant any operation involving unreviewed Integration Work.

## 6. Ownership; Feedback

**6.1** Hoverfly retains all rights, title, and interest in the SDK, Hoverfly Systems, all Updates, and all Hoverfly documentation and protocols. Licensee owns its Integration Work, subject to Hoverfly's underlying rights in the SDK and the license restrictions herein; Licensee's ownership of Integration Work conveys no right to use the SDK outside the scope of this Agreement.

**6.2** If Licensee or any Authorized Integrator provides Hoverfly any feedback, suggestions, bug reports, or improvement ideas relating to the SDK or Hoverfly Systems, Hoverfly may use and incorporate them without restriction, attribution, or compensation.

## 7. Export Control and Government Use

**7.1** The SDK, its documentation, and related technical data are subject to U.S. export control laws, including the International Traffic in Arms Regulations (ITAR, 22 C.F.R. Parts 120-130) and/or the Export Administration Regulations (EAR, 15 C.F.R. Parts 730-774), as applicable. Licensee shall not export, re-export, retransfer, or disclose the SDK or related technical data to any foreign person or destination, or permit access by any foreign person (wherever located, including foreign person employees of Licensee or any Authorized Integrator), except in full compliance with such laws and with all required U.S. Government authorizations, licenses, or agreements (including, where applicable, Technical Assistance Agreements). Licensee shall flow this requirement down to every Authorized Integrator and shall provide Hoverfly evidence of compliance on

request. Hoverfly may audit Licensee's and any Authorized Integrator's export-control compliance upon reasonable notice.

**7.2** If the SDK is acquired by or for the U.S. Government, it is provided as "commercial computer software" and "commercial computer software documentation" with only those rights set forth in this Agreement, consistent with FAR 12.212 and DFARS 227.7202.

## **8. Disclaimer of Warranties**

THE SDK AND ALL UPDATES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS. HOVERFLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR UNINTERRUPTED OR ERROR-FREE OPERATION. HOVERFLY DOES NOT WARRANT THAT THE SDK WILL MEET LICENSEE'S REQUIREMENTS OR THAT ANY INTEGRATION WORK WILL BE SAFE, COMPLIANT, OR FIT FOR ANY PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HOVERFLY, INCLUDING ANY INTEGRATION REVIEW UNDER SECTION 5, CREATES ANY WARRANTY.

## **9. Indemnification by Licensee**

Licensee shall defend, indemnify, and hold harmless Hoverfly, its affiliates, and their respective officers, directors, employees, agents, and manufacturing partners (the "Hoverfly Indemnitees") from and against any and all claims, demands, actions, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any Integration Work, including its design, code quality, defects, testing, operation, or failure; (b) any use of the SDK or a Hoverfly System in combination with software, hardware, or data not supplied by Hoverfly; (c) any flight operation, demonstration, test, or fielding involving Integration Work; (d) any breach of this Agreement by Licensee or any Authorized Integrator, including any unauthorized use, copying, disclosure, or commercialization of the SDK; (e) any violation of export control or other applicable law by Licensee or any Authorized Integrator; or (f) any bodily injury, death, or property damage caused in whole or in part by any of the foregoing, except to the extent finally adjudicated to have been caused solely by Hoverfly's willful misconduct.

## **10. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) HOVERFLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF USE, OR COST OF SUBSTITUTE GOODS, ARISING OUT OF OR RELATING TO THE SDK OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY; AND (B) HOVERFLY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SDK OR THIS AGREEMENT WILL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE TO HOVERFLY FOR THE SDK LICENSE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT. NOTHING IN THIS SECTION LIMITS LICENSEE'S PAYMENT OBLIGATIONS, LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, OR LIABILITY FOR BREACH OF SECTIONS 2, 3, 4, OR 7, FOR WHICH LICENSEE'S LIABILITY IS UNCAPPED.

## **11. Confidentiality**

The SDK, its documentation, protocols, interface definitions, performance data, and all non-public information disclosed by Hoverfly in connection with the SDK are Hoverfly's confidential information. Licensee shall protect such information with at least the same degree of care it uses for its own most sensitive information, and no less than reasonable care; shall use it only as permitted by this Agreement; and shall limit access to

personnel and Authorized Integrators with a need to know who are bound by obligations at least as protective as this Agreement. These obligations survive termination for so long as the information remains non-public. In no event shall Licensee's confidentiality obligations terminate earlier than ten (10) years from the date of disclosure.

## **12. Term; Termination; Audit**

**12.1 Term.** This Agreement begins on the Effective Date and continues for the duration of the Authorized Program unless earlier terminated ("Term"), except that licenses tied to a paid subscription or maintenance period expire with that period.

**12.2 Termination.** Hoverfly may terminate this Agreement immediately on written notice if Licensee or any Authorized Integrator breaches Sections 2, 3, 4, 7, or 11, and otherwise for any material breach not cured within fifteen (15) days of notice. Upon termination or expiration, all licenses end immediately; Licensee shall cease all use, and destroy or return all copies of the SDK, and certify destruction in writing within ten (10) days. Sections 2.2, 2.3, 5, 6, and 8 through 13 survive.

**12.3 Audit.** During the Term and for two (2) years after, Hoverfly may, upon reasonable notice, audit Licensee's and any Authorized Integrator's use of the SDK to verify compliance. If an audit reveals unlicensed use, Licensee shall promptly pay Hoverfly's then-current fees for such use plus the reasonable cost of the audit, without limiting Hoverfly's other remedies.

## **13. General**

Governing law and venue: This Agreement is governed by the laws of the State of Florida, without regard to conflicts of law rules, and the Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Seminole County or Orlando, Florida. Injunctive relief: Licensee agrees that breach of Sections 2, 3, 4, 7, or 11 will cause Hoverfly irreparable harm for which damages are inadequate, and Hoverfly is entitled to injunctive relief without posting bond, in addition to all other remedies. Assignment: Licensee may not assign this Agreement or any license, by operation of law or otherwise (including by change of control), without Hoverfly's prior written consent; any attempted assignment is void. Hoverfly may assign freely. No waiver: No failure or delay by Hoverfly is a waiver. Severability: If any provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will stay in effect. Order of precedence: In any conflict between this Agreement and a purchase order or other Licensee document, this Agreement controls; Licensee's preprinted terms are rejected. Entire agreement: This Agreement, together with the applicable Hoverfly order documents and the Hoverfly Standard Warranty, is the entire agreement regarding the SDK and supersedes all prior discussions. Amendments must be in a writing signed by both Parties.