

Black Peak Engineering

Standard Terms and Conditions

The following Standard Terms and Conditions will be inserted into contracts for services signed between Black Peak Engineering and its Customers.

1 Standard Conditions and Warranty

1.1 Warranty:

For a period of six (6) months after the delivery date, Black Peak Engineering (Black Peak) will replace or repair any Black Peak Product or part of a Black Peak Product that was delivered to Customer with a defect. For the purpose of this section, "Black Peak Product" shall mean any Deliverables manufactured, fabricated or assembled by Black Peak and delivered to Customer by Black Peak under this contract or a resulting purchase order. Warranty on any component or product that is delivered to Black Peak from another vendor is limited to the warranty offered by that vendor.

Notwithstanding the prior two sentences, Black Peak shall have no obligation to replace any Black Peak product which have been opened or altered in any way, except as required for normal operation, by anyone other than Black Peak personnel or personnel expressly authorized by Black Peak.

For Unmanned Aerial Vehicles, this warranty expires at the end of the warranty period listed above or at the time of initiation of first flight, whichever comes first.

1.2 Confidential Terms:

The terms of this agreement, including, but not limited to, pricing and proprietary design information provided by Black Peak, are strictly confidential. Neither party may disclose the terms of this agreement to any third party without the express prior written consent of the other party. The confidential terms of this agreement are also governed and extended by any active Mutual Non-Disclosure Agreement in place between the parties.

1.3 Export Controlled Goods, Data, and Services:

By signing this contract, the Customer understands and accepts that certain goods, data, or services to be provided to the Customer may be subject to U.S. government export control regulations including the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR). Goods or data that are subject to export controls and provided to the Customer will normally be clearly marked. Controlled services will be clearly identified. The undersigned (Customer) understands that he/she is obligated to contact Black Peak immediately to obtain an export control determination in

cases where export control jurisdiction has not been clearly marked or otherwise identified. Furthermore, the undersigned understands that providing access to U.S. export controlled goods, data, or services to non-U.S. persons either in the U.S. or abroad is prohibited without export authorization from the U.S. Government.

1.4 Modification of product:

If a product is delivered to Customer under this agreement and such product is modified by Customer in such a way that re-adjustments are required, the customer may be required to pay for the cost of such re-adjustment.

1.5 Additional work:

Black Peak personnel will be available as consultants after project completion and customer acceptance. Services not directly covered by this agreement, should be covered in a separate purchase order.

1.6 Travel:

If Black Peak personnel is required to travel for the completion of this contract, Black Peak will handle booking of accommodation, transportation and vehicle rental for Black Peak personnel, following consultation with Customer.

1.7 Shipping Expenses:

Shipping cost, including packing material, shipping crates etc., for any Deliverables as well as any tools, equipment or luggage, deemed necessary for Black Peak personnel to perform the duties described in this agreement, will be charged to Customer at cost.

1.8 Travel Expenses:

Reimbursement for travel expenses will be charged in accordance with current GSA Per-Diem rates for Lodging and M&IE (Meals and Incidental Expenses). Black Peak will seek pre-approval from Customer before scheduling trips. Email confirmation from authorized Customer personnel is considered sufficient for this purpose.

Travel expenses for customer participating in meetings, training sessions etc are to be covered by customer.

1.9 Limited Indemnification:

Customer agrees to indemnify, defend, and hold harmless Black Peak Engineering, including its officers, directors, agents, contractors, representatives, shareholders, and employees, from and against any and all demands, claims, losses, damages to persons or property, losses, or liabilities, including reasonable attorney's fees, arising out of or caused by customer's (including customer's employees, agents, contractors, and representatives) (i) breach of any representation or warranty under this agreement, (ii) negligence, (iii) recklessness, or (iv) misconduct. To the extent this Limited Indemnification provision conflicts with the Federal Tort Claims Act, Title 28, United States Code, Section 1346 et. seq., and/or the Antideficiency Act, Title 31, United States Code, Section 1341, the Federal Tort Claims Act shall supersede this Limited Indemnification provision.

1.10 IP Ownership:

All IP developed under and directly related to this project shall belong to Customer unless explicitly agreed to in writing by Customer and Black Peak. All IP previously owned by Customer or by Black Peak shall continue to be the ownership of the original owner.

1.11 Project Abandonment:

If any of the following events were to occur: (i) after repeated attempts to begin, continue, or finalize the delivery of services, Customer fails to participate or become otherwise unresponsive to Black Peak's requests for a period of three (3) months from the initial request; or (ii) Customer fail to pay or make arrangements for payment of Black Peak invoices for three (3) months after due date as noted on invoice; or (iii) Customer fail to collect documents, materials, or equipment for three (3) months after Black Peak's request for Customer to do so. The project shall be considered Abandoned by Customer and Black Peak shall have the undisputed right to dispose of all documents, materials, and equipment abandoned by Customer at any Black Peak facility.

Note: These Terms and Conditions may change without notice.