LEGAL DOCUMENT

# Terms & Conditions

Standard Conditions Governing the Sale of AirPlate Products

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# Table of Contents

Table of Contents 2
1. General Provisions 3
    1.1 When and How Terms Are Presented to the Buyer 3
    1.2 Review and Revision of These Terms 3
2. Hardware Products – Sale and Warranty 4
    2.1 Quality and Compliance 4
    2.2 Warranty 4
    2.3 Removal, Return and Shipping of Hardware 4
3. Subscription Services 5
    3.1 Subscription Structure and Requirement 5
    3.2 What the Cloud Services and AirPlate Web Platform Include 6
    3.3 Pricing, Billing, Auto-Renewal and Cancellation 6
    3.4 Suspension and Termination of Subscriptions 6
    3.5 License Restrictions 7
    3.6 Drone Detection Service 7
    3.7 Service Levels 8
4. Rental / Subscription Rental 8
5. Intellectual Property 8
6. Data Ownership, Data Protection and GDPR 9
    6.1 Buyer Input Data 9
    6.2 AirPlate Data and System-Generated Data 9
    6.3 Data Retention After Subscription End 9
    6.4 Anonymized and Aggregated Data 9
    6.5 GDPR and Data Processing 9
7. Payment Terms 10
8. Limitation of Liability 10
9. Confidentiality 10
10. Force Majeure 11
11. Notices 11
12. Export Control and Dual-Use Goods 11
13. Governing Law and Disputes 11

# 1. General Provisions

These Terms and Conditions ("Terms") govern all sales, rentals, Area Subscription / Drone Detection Service and subscriptions offered by AirPlate ApS, CVR 43856103, Forskerparken 10 A, 5230 Odense M, Denmark ("AirPlate") to business customers ("Buyer"), including hardware products, subscription rentals, Cloud Services, the AirPlate Web Platform and associated software licenses and services.

These Terms supersede any terms or conditions appearing in the Buyer's purchase order or other documents, unless AirPlate has expressly agreed in writing to specific deviations. By issuing a purchase order or accepting an Order Confirmation, the Buyer accepts these Terms in full.

## 1.1 When and How Terms Are Presented to the Buyer

AirPlate incorporates these Terms into its sales process at the following touchpoints to ensure the Buyer has the opportunity to read and accept them before the contract is formed:

| Stage | Action | How T&Cs Are Presented |
|---|---|---|
| 1. Quotation | AirPlate sends a written quote | T&Cs attached as annex or linked with reference number |
| 2. Quotation Acceptance | Buyer accepts the quotation | Buyer acceptance constitutes agreement to T&Cs |
| 3. Invoice | Invoice issued after delivery | Invoice references T&Cs and document number |

NOTE: For sales to public authorities (e.g. police, defense, civil aviation), AirPlate's Terms take precedence over the authority's own purchasing conditions unless AirPlate has signed a separate framework agreement explicitly adopting the authority's conditions.

## 1.2 Review and Revision of These Terms

AirPlate reviews these Terms annually (see Review Date above) and may revise them from time to time. AirPlate will notify existing Buyers with an active subscription or rental of any material revision to these Terms at least thirty (30) days before the revised Terms take effect, by email to the Buyer's registered contact and/or by notice within the AirPlate Web Platform. If the Buyer does not accept a material revision, the Buyer may terminate the affected subscription with effect from the date the revised Terms would otherwise apply, by written notice given before that date. Continued use of the products or services after a revised version of these Terms takes effect constitutes acceptance of the revision. Non-material revisions (e.g. formatting, clarifications, or changes required to reflect a change in applicable law) may be made without prior notice.

# 2. Hardware Products – Sale and Warranty

## 2.1 Quality and Compliance

All hardware products supplied by AirPlate shall:

- Be of merchantable quality and fit for their intended purpose as described in the product documentation,
- Comply with applicable EU directives and regulations, including CE marking requirements,
- Be free from defects in materials and workmanship at the time of delivery, and
- Conform to the specification set out in the Order Confirmation.

## 2.2 Warranty

AirPlate provides a limited *hardware* warranty as follows:

| Warranty Element | Standard | Government/Enterprise |
|---|---|---|
| Duration | 12 months from delivery | 24 months (by agreement) |
| Coverage | Manufacturing defects | Manufacturing defects |
| Exclusions | Physical damage, misuse, unauthorized modification, improper assembly/use, overvoltage, liquid damage, etc | Same |
| Remedy | Repair or replacement (AirPlate's discretion) | Repair, replacement, or credit |

Warranty claims must be submitted in writing within the warranty period. AirPlate may require the Buyer to return the defective product for inspection (RMA process).

## 2.3 Removal, Return and Shipping of Hardware

This Section applies to all AirPlate hardware supplied to the Buyer, whether the hardware is purchased, rented, leased or provided as part of an Area Subscription / Drone Detection Service.

If AirPlate determines that a hardware unit must be returned for inspection, repair, replacement or other service, the Buyer shall be responsible for taking down and removing the unit, safely packaging it and shipping it to AirPlate or another location designated by AirPlate.

All costs and expenses associated with dismantling, removal, access to the installation site, packaging and shipment of the hardware to AirPlate shall be borne by the Buyer, unless otherwise agreed in writing.

Where the returned hardware is found to have a defect covered by the applicable warranty or where the failure is attributable to AirPlate-owned equipment under normal use, AirPlate shall, at its discretion, repair or replace the unit and bear the cost of shipping the repaired or replacement unit back to the Buyer.

Costs relating to installation or reinstallation of repaired or replacement hardware at the Buyer's site shall be borne by the Buyer unless otherwise agreed in writing.

# 3. Subscription Services

## 3.1 Subscription Structure and Requirement

AirPlate offers two main commercial models:

**(i) Standard Product Model:**
The Buyer purchases or rents AirPlate hardware and, unless otherwise agreed in writing, must also maintain the applicable Cloud Services subscription per product/sensor and an AirPlate Web Platform subscription per Buyer organization.

The Standard Product Model therefore consists of:

(a) Hardware purchase or hardware rental,
(b) Cloud Services per product/sensor, and
(c) AirPlate Web Platform subscription per Buyer organization.

**(ii) Drone Detection Service:**
The Buyer subscribes to drone detection coverage for a defined geographical area. The Area Subscription is provided as a standalone service and includes the hardware, Cloud Services and AirPlate Web Platform access required by AirPlate to provide the service.

The Remote ID Pro product does not require a Cloud Services subscription unless otherwise agreed in writing.

| Product | Cloud Services Required? | Minimum Subscription Term |
|---|---|---|
| Drone Detection Service | Yes - per product/sensor, billed annually | 12 months |
| AirDetect Pro Long Range | Yes - per product/sensor, billed annually | 12 months |
| AirDetect Long Range | Yes - per product/sensor, billed annually | 12 months |
| AirDetect Pro | Yes - per product/sensor, billed annually | 12 months |
| AirDetect Go | Yes - per product/sensor, billed annually | 12 months* |
| Remote ID Pro | No | N/A |

* AirDetect Go minimum term may be shorter when the unit is rented for a period of less than 12 months. The applicable term will be confirmed in the Order Confirmation.

## 3.2 What the Cloud Services and AirPlate Web Platform Include

**Cloud Services**
Cloud Services are connected to each individual AirDetect product and include:
• Software licence for AirDetect product firmware
• Firmware updates for the AirDetect product

• Data subscription via 4G connection

**AirPlate Web Platform**
The Web Platform licence is linked to each Buyer organization and is normally paid once per organization, regardless of how many AirPlate units the Buyer has connected.
The licence includes:
• Software licences for the web app, cloud platform and iOS app
• Software updates for the cloud platform
• Server maintenance
• SMS service
• Online and phone support
• Access to data API

## 3.3 Pricing, Billing, Auto-Renewal and Cancellation

Pricing is set out in AirPlate's then-current price list or as agreed in writing in the quotation or Order Confirmation.

Unless otherwise agreed in writing, Drone detection services, Cloud Services and the AirPlate Web Platform are billed annually in advance. Subscription rental is billed in accordance with the agreed rental period and payment schedule stated in the Order Confirmation.

All subscriptions, including drone detection service, subscription rental, Cloud Services and the AirPlate Web Platform, automatically renew at the end of each subscription period for the next subscription period unless otherwise agreed in writing. AirPlate will issue a new invoice for the renewed period, normally one year after the first invoice for annually billed subscriptions.
Cancellation of any subscription rental, Cloud Services subscription or AirPlate Web Platform subscription must be made in writing no later than thirty (30) days before the start of the next subscription period. AirPlate reserves the right to adjust subscription pricing on renewal with sixty (60) days' notice.

## 3.4 Suspension and Termination of Subscriptions

AirPlate may suspend any Cloud Services subscription, AirPlate Web Platform subscription, subscription rental or other subscription service with reasonable notice in the event of:

- Non-payment of subscription fees after the due date,
- A material breach of these Terms by the Buyer, or
- Emergency maintenance or security incidents requiring service interruption.

AirPlate acknowledges that the Buyer may terminate a subscription for AirPlate's uncured material breach of these Terms, including a sustained failure to provide the Cloud Services or AirPlate Web Platform in accordance with Section 3.2, by written notice with thirty (30) days to cure.

Upon termination or expiry of any relevant subscription, the Buyer's access to the web platform, mobile apps, API, data storage and associated services may be deactivated. Hardware provided under a subscription rental or Drone detection service must be returned in accordance with Section 4. AirPlate will retain Buyer Input Data for a period of thirty (30) days following termination to allow for data export, after which such data may be permanently deleted.

## 3.5 License Restrictions

The Cloud Services subscription and AirPlate Web Platform subscription grant the Buyer a limited, non-exclusive, non-transferable right to access and use AirPlate's platform and software solely for the Buyer's own internal operations during the active subscription period. The Buyer shall not:

- Copy, modify, or create derivative works of the platform or software,
- Reverse engineer, decompile, or disassemble any part of the system, as further set out in Section 5,
- Sublicence, resell, or share access with any third party without AirPlate's prior written consent,
- Remove or alter any proprietary notices, or
- Use the platform in any manner that violates applicable law.

## 3.6 Drone Detection Service

An Area Subscription is a subscription-based drone detection service covering the geographical area specified in the applicable quotation or Order Confirmation. The subscribed area, coordinates, address, subscription period and applicable price shall be stated in the quotation or Order Confirmation.

As part of an Area Subscription, AirPlate may provide one or more AirPlate hardware units to the Buyer for the purpose of providing the subscribed drone detection service.

All hardware provided as part of an Area Subscription remains the exclusive property of AirPlate. No ownership of the hardware is transferred to the Buyer.

Unless otherwise agreed in writing, the Buyer is responsible for installing the supplied hardware in accordance with AirPlate's installation instructions and for providing the required power supply, mounting location and other necessary site conditions.

The Buyer shall not sell, transfer, pledge, modify, open, relocate or otherwise dispose of AirPlate-owned hardware without AirPlate's prior written consent.

If AirPlate-owned hardware supplied as part of an Area Subscription stops functioning correctly under normal use, the Buyer shall notify AirPlate and reasonably cooperate with remote troubleshooting. If AirPlate determines that the hardware must be returned, the Buyer shall return the unit to AirPlate. AirPlate may, at its discretion, repair or replace the defective unit.

AirPlate shall bear the cost of repair or replacement where the failure is attributable to the AirPlate equipment under normal use. AirPlate may charge the Buyer for repair, replacement and associated costs where damage or loss is caused by misuse, incorrect installation contrary to AirPlate's instructions, unauthorized modification, physical damage, theft, vandalism or other circumstances attributable to the Buyer.

Upon expiry or termination of the Area Subscription, all AirPlate-owned hardware must be returned to AirPlate within the period specified by AirPlate and in reasonable condition, ordinary wear and tear excepted.

The geographical area specified in the quotation or Order Confirmation defines the area covered by the subscription and pricing. It does not constitute a guarantee that every drone flight or transmission within the area will be detected. Detection performance may depend on factors including drone type, supported transmission protocol, flight altitude, radio interference, terrain, buildings, line of sight, sensor placement and other environmental or technical conditions.

Unless otherwise agreed in writing, an Area Subscription runs for the subscription period stated in the quotation or Order Confirmation and automatically renews in accordance with Section 3.3.

### 3.7 Service Levels

AirPlate strives to maintain an availability of the AirPlate Web Platform and Cloud Services of at least 99% measured per calendar month, excluding scheduled maintenance announced with reasonable notice, events covered by Section 10 (Force Majeure), and interruptions caused by the Buyer's equipment, power supply, network connection or third-party telecommunications providers. This availability level is a target and not a guarantee, and does not entitle the Buyer to service credits unless otherwise agreed in writing.

AirPlate will use reasonable efforts to ensure that the products and services function in accordance with their documentation. Support requests submitted through AirPlate's support channels will be acknowledged within one (1) business day, and AirPlate will commence troubleshooting without undue delay. Where a fault cannot be resolved remotely, AirPlate will use reasonable efforts to repair or replace the affected hardware in accordance with Sections 2.3 and 3.6.

Customers requiring guaranteed service levels, extended support hours or defined resolution times may agree a separate Service Level Agreement with AirPlate.

## 4. Rental / Subscription Rental

Rental agreements are subscription rentals and are binding for the term stated in the Invoice. Subscription rentals automatically renew and may be cancelled only in accordance with Section 3.3.

Units supplied under rental or lease arrangements remain the property of AirPlate and must be returned in reasonable condition upon termination. Damages, missing parts or deficiencies will be invoiced to the Buyer.

## 5. Intellectual Property

All intellectual property rights in AirPlate's products, software, firmware, designs, documentation, and technology (including but not limited to patents, trademarks, copyrights, and trade secrets) remain the exclusive property of AirPlate ApS (or its licensors).

Nothing in these Terms transfers any ownership of intellectual property to the Buyer. The Buyer shall promptly notify AirPlate of any suspected infringement of AirPlate's intellectual property rights of which it becomes aware.

The Buyer shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, design, signal processing methods, algorithms or internal structure of any AirPlate hardware, firmware, software or service, whether purchased, rented or provided as part of a subscription, nor open, tamper with or analyse the internal components of AirPlate hardware for such purposes, except to the extent such restriction is expressly prohibited by mandatory applicable law.

# 6. Data Ownership, Data Protection and GDPR

AirPlate's drone detection software, hardware and platform may process data relating to drone operations, drone operators, Buyer organizations and system usage. The parties agree that the following data ownership, retention and data protection terms apply:

## 6.1 Buyer Input Data

The Buyer owns and may freely dispose of data that the Buyer manually enters into the AirPlate Web Platform or otherwise provides directly to AirPlate for the purpose of using the services ("Buyer Input Data"). AirPlate does not guarantee that the Buyer can export all Buyer Input Data after the relevant subscription has ended, except as expressly stated in these Terms or any applicable Order Confirmation.

## 6.2 AirPlate Data and System-Generated Data

All analyses, maps, heatmaps, detection data, logs, data collected by AirPlate hardware, processed outputs, statistics, technical measurements, derived datasets and other system-generated data made available to the Buyer through the AirPlate Web Platform or related services belong to AirPlate or its licensors. Such data is made available to the Buyer solely for use of the AirPlate products and services during the active subscription period, subject to applicable law and any applicable Data Processing Agreement.
Some maps, geodata and other third-party data may originate from external sources where AirPlate has the right to make such data available to the Buyer through the AirPlate Web Platform or related services.

## 6.3 Data Retention After Subscription End

AirPlate has no obligation to store, maintain or secure Buyer Input Data after the relevant subscription has ended. AirPlate will, however, aim to retain Buyer Input Data for up to thirty (30) days after subscription termination or expiry to allow the Buyer to make necessary exports. It is the Buyer's responsibility to export any required Buyer Input Data before the subscription ends.

## 6.4 Anonymized and Aggregated Data

AirPlate is entitled to use Buyer data, system-generated data and detection data in anonymized and/or aggregated form for improving the AirPlate Web Platform, products and services, and for statistical and analytical purposes, including the sale or sharing of anonymized statistics and datasets with third parties, provided that neither the Buyer nor any individual data subject can be identified from such data.

## 6.5 GDPR and Data Processing

Where AirPlate processes personal data on behalf of the Buyer, AirPlate acts as a data processor and the Buyer acts as the data controller. A Data Processing Agreement (DPA) can be entered into where required by applicable data protection law.
AirPlate implements appropriate technical and organizational measures to protect personal data processed through its platform and uses personal data collected through its products solely to operate those products and services, and not for profiling, advertising or sale to third parties. This does not limit AirPlate's right to use anonymized and aggregated data in accordance with Section 6.4.
AirPlate hosts its cloud platform and stores detection data and logs on servers located in Germany, and shall not transfer Buyer data outside the European Union or the European Economic Area unless the transfer is required by the Buyer to provide the services and is carried out in accordance with applicable data protection law and any applicable Data Processing Agreement.

AirPlate may use hosting providers and other data processors for the operation, maintenance, security, backup, development and availability of the AirPlate Web Platform and related services, provided that such providers are subject to appropriate contractual and technical safeguards.

## 7. Payment Terms

Unless otherwise agreed in the Order Confirmation:

- Payment is due within 8 calendar days of the invoice date, unless otherwise described on the invoice
- Invoices are issued in EUR or DKK as agreed,
- Renewed subscriptions are invoiced for the next subscription period in accordance with Section 3.3,
- In case of late payment: 1.5% per commenced month in interest, plus a reminder fee of DKK 100.

AirPlate reserves the right to suspend delivery or access to software services for overdue accounts after reasonable notice.

## 8. Limitation of Liability

To the maximum extent permitted by applicable law:

- Neither party shall be liable for indirect, consequential, or incidental losses, including loss of profit, loss of revenue, or operating loss (driftstab),
- AirPlate's total aggregate liability under or in connection with these Terms shall not exceed the recurring fees (subscription, subscription rental, Cloud Services, AirPlate Web Platform and Drone Detection Service fees) paid or payable by the Buyer for the twelve (12) months preceding the event giving rise to the claim. Where recurring fees covering a period of more than twelve (12) months have been paid in advance, only the portion attributable to twelve (12) months shall be counted, calculated pro rata (for example, one quarter of the total fee for a four-year term). Amounts paid for the purchase of hardware are excluded from this calculation, and
- The foregoing limitations do not apply to liability arising from fraud, wilful misconduct, or death or personal injury caused by negligence.

## 9. Confidentiality

Each party agrees to keep confidential all non-public information received from the other party in connection with any transaction, and to use such information solely for the purposes of performing its obligations under these Terms. The obligation of confidentiality survives termination of the agreement for a period of three (3) years.

This obligation of confidentiality shall not apply to information that: (a) is or becomes publicly available through no breach of these Terms by the receiving party; (b) was already lawfully known to the receiving party prior to disclosure; (c) is independently developed by the receiving party without use of or reference to the disclosing party's confidential information; or (d) is required to be disclosed by law, regulation, court order or a competent authority, provided that, where legally permitted, the receiving party gives the disclosing party prior notice and a reasonable opportunity to seek protective measures.

## 10. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms (other than payment obligations) to the extent such failure or delay is caused by circumstances beyond that party's reasonable control, including but not limited to natural disasters, war, terrorism, civil unrest, governmental action, export or import restrictions, pandemic, strikes or labour disputes, telecommunications or internet failures, and failures of third-party suppliers or hosting providers. The affected party shall notify the other party without undue delay and use reasonable efforts to mitigate the impact. If a force majeure event continues for more than sixty (60) consecutive days, either party may terminate the affected order or subscription upon written notice.

## 11. Notices

Any notice required to be given in writing under these Terms shall be delivered by email (with confirmation of receipt) or by registered post to the address or email address specified in the applicable quotation, Order Confirmation or as otherwise notified in writing by the receiving party, and shall be deemed received on the day of confirmed transmission (if by email during business hours) or three (3) business days after posting (if by registered post).

## 12. Export Control and Dual-Use Goods

The Buyer acknowledges that AirPlate's hardware, software and related technology may be subject to Danish, EU and other applicable export control and dual-use goods regulations. The Buyer shall not export, re-export, transfer or make available any AirPlate products, software or technology to any country, entity or person where doing so would violate applicable export control, sanctions or dual-use goods laws, and shall obtain any required export or end-use licenses at its own cost. The Buyer shall promptly inform AirPlate of the intended end-use and end-user location of the products where reasonably requested.

## 13. Governing Law and Disputes

These Terms are governed by Danish law. Any dispute that cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts of Odense, Denmark.