Tethered UAS (T-UAS) Solves Persistence Problem

HOVERFLY
Proprietary Information

- LiveSky flys persistently using power over the tether
- Can fly for days & weeks at a time without operator input
- Does not require specialist operator pilot, airspace management, or mission support other than constant source of vehicle, vessel, or mains power

Hoverfly LiveSky 6205 SENTRY TsUAS

HOVERFLY
Proprietary Information

- Unlimited EO/IR and Comms
- Retrans Extends MANET Nets
- EO/IR for Security and Fires
- Tactically Repositionable
- Mobile On-The-Move Ops
- GPS Denied Operation
- Less than 2KW Power
- Non-Specialist 4-hour Training
- Integrates with Company and Higher Level Assets
- ToughBook/Pad Controller
- Enterprise Networkability
- Remote TOC Control and Long Term Unattended Operation

Specifications Subject to Change Without Notice
Trademarks are Property of Their Respective Owners

5th Generation LiveSky 6205 Mobility

HOVERFLY
Proprietary Information

2017

Secure Comms and
Dual Video Over Tether – No RF Signals

Fully Autonomous Flight
Dismounted and On-the-Move Operations

Programmable Looks and Sweeps
Targeting Capability and Outputs
Enterprise Networkability
Remote Control Operations

1 Day Training Proficiency

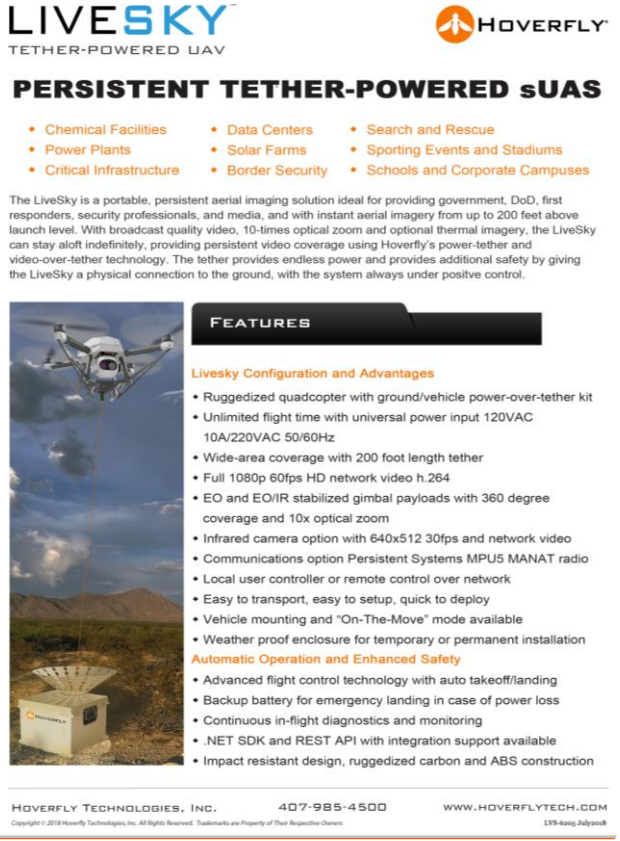
NOT FOR PUBLIC RELEASE

Specifications Subject to Change Without Notice
Trademarks are Property of Their Respective Owners

LiveSky SENTRY LSP-6205 Background and Capabilities

HOVERFLY
Proprietary Information

- COTS/NDI Commercial Item developed at private expense
- Fifth generation tether-powered sUAS built on long history of innovation with growing capability and mission set
- TRL9 and designed for MIL-STD-810 harsh environments
- Dismounted man portable, or fixed-base, and vehicle On-the-Move configurations…all with common components
- SkyBox deployment container suitable for permanent installs
- Local or remote (network) control from any TOC / SOC with enterprise compatibility to higher echelons or cloud
- Multi-payload capability
  - EO/IR (ITAR) sensor payload with simultaneous h.264 streams
  - Radios, MANET, MiMo, WiFi payloads
  - Special Payloads
- 1 year extendable warranty with support plans available



LiveSky T-sUAS System SKU: LSP-6205-EOIR30

HOVERFLY
Proprietary Information

Configuration

System Includes:

LiveSky 6205
EO/IR Payload
Tether Kit
Including Landing Ring
Controller
ToughPad/PC/Network

Options Include: (not shown)

- **MANET Radio Plug-in Payloads** (Persistent Systems integration pending)
- **Software Integration Kit for Network Operation**
- **Mobile and Fixed Enclosures** for Vehicle or Permanent Installation

LiveSky SENTRY Configuration

- HD Video and Thermal Sensors
- Secure Video and Command and Control Transport over Tether with no RF radio transmission
- Advanced Tether Sensor for Precision Take-off / Landing
- Non-GPS Operation Capability
- Advanced Tether Kit with proprietary automatic tether spooler and flight management computer with Ethernet and external software control
- Open SDK, Open Payload Interface
- Dual Video (EO and IR Simultaneous) Streaming Output
- 50Mb/s Tether Network

Advanced Sensing from 200’ (60M) Above the AO

HoverView EO/IR

- **> 5,000,000 sft 24/7 coverage**
- **Co-boresighted advanced EO and IR imagers in weather proof removable payload**
- **120x Zoom HD Camera 1080p at 30fps, low lux**
- **8x Digital FLIR Thermal Sensor (ITAR Restricted) with color pallet selection**
- **Provisions for future laser**
- **Same Open Payload Interface as BigSky with Swappable Payloads between platforms**

Open Payload Interface = Future Proof Payloads

Hoverfly OpenPayload ICD

- **Open Payload Interface Supports Rapid Development of New Payloads to Extend Missions and Asset Lifetime**
- **Supports 1KG of cargo / payload weight**
- **Allows Access to Power, Hoverfly Tether System Ethernet, h.264 video streams, Flight Management System, Operator GUI, Metadata and More**
- **ICD available under NDA to 3rd Parties**
- **EO/IR MANET, MIMO, WIFI Nets and Retrans Payloads.**

Unlimited ISR and Comms with LiveSky

LiveSky Model LSP-6205
Tether Powered Secure TsUaS
Swappable EO/IR or MPU5

FOB ISR and Comms with LiveSky

HOVERFLY
Proprietary Information

LiveSky Model LSP-6205
Two Payload Capacity
TW-850 and EO/IR shown

Day/Night EO/IR and Network Retrans

Intuitive LiveSky System Controller

- HD 12” Rugged Tablet PC
- IP-65 Waterproof
- MIL-STD-810 Shock & Drop
- HDMI and h.264 Outputs
- Connects to TK via Ethernet
- Battery Operation (has hot swap capability) or Wired Power
- All-Season Fan-less Cooling
- Docking Station/Charging Station and Vehicle Mounts

Non Specialist Controls (proficiency with 2 hours of training)

- Touch Screen Controls Operate LiveSky System
- Simple Operation: ARM, LAUNCH/LAND, UP, DOWN
- Touch Joystick Instantly Translates Camera (Finger Moves Video At a Speed to Match Finger Distance from Joystick Neutral)
- Video Sources Displayed Full Screen and PIPs
- Step and Continuous Zoom Functions
- Snapshot Image Recording
- Selectable IR Color Palettes
- Altitude Adjustment Buttons (+30m, +5m, +2m)
- Translate LiveSky in Flight Cone Reticle Overlay
- Selectable Meta Data Display Overlay
- Other Advanced Control and Display Features
- ARE THERE RADIO CONTROLS THAT SHOULD / COULD BE INTEGRATED OVER HOVERFLY TETHER

All Weather Enclosures

LiveSky Dismounted

SkyBox – Mobile

SkyBox – Covered

Roll Top Cover Bolt-on Option

Existing TRL9 Components in a New Form Factor

LiveSky SkyBox Covered Enclosure

- Designed for Fixed Installation and Mobile Operation in Vehicles and Vessels - All Weather Operation
- Manned or Unattended Operation
- Remote Control over Networks
- Power Less than 2KW from mains or vehicle inverter (120VAC @15A)
- Fits small and full-size pick-up trucks
  - Operate from the inside cab
  - Covert deployment / operation
  - Works on-the-move
- Shipping late 2QCY19

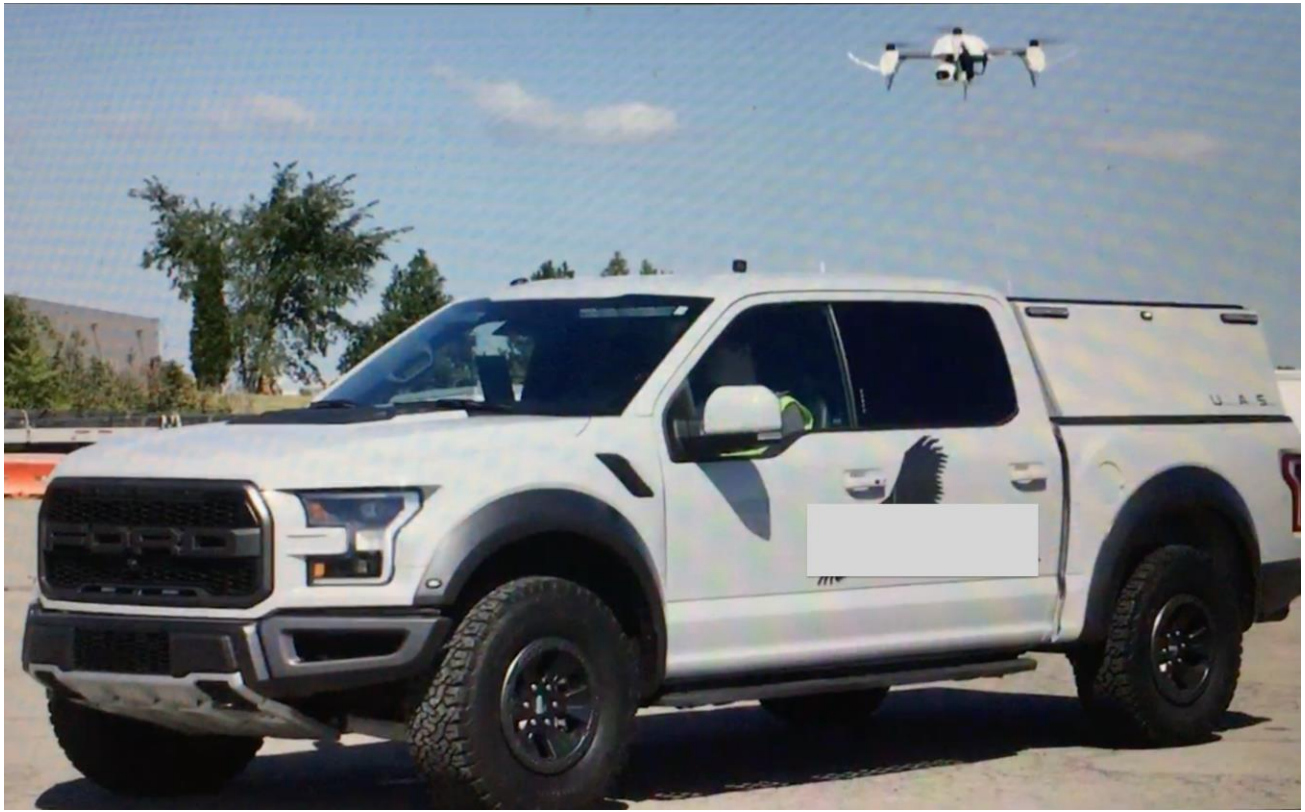
LiveSky 6205 in Outdoor / Vehicle / Vessel Enclosure

Covert Mission Solutions

SkyBox Integration in Pick Up Truck Shell

Covert Installation Mobile ISR

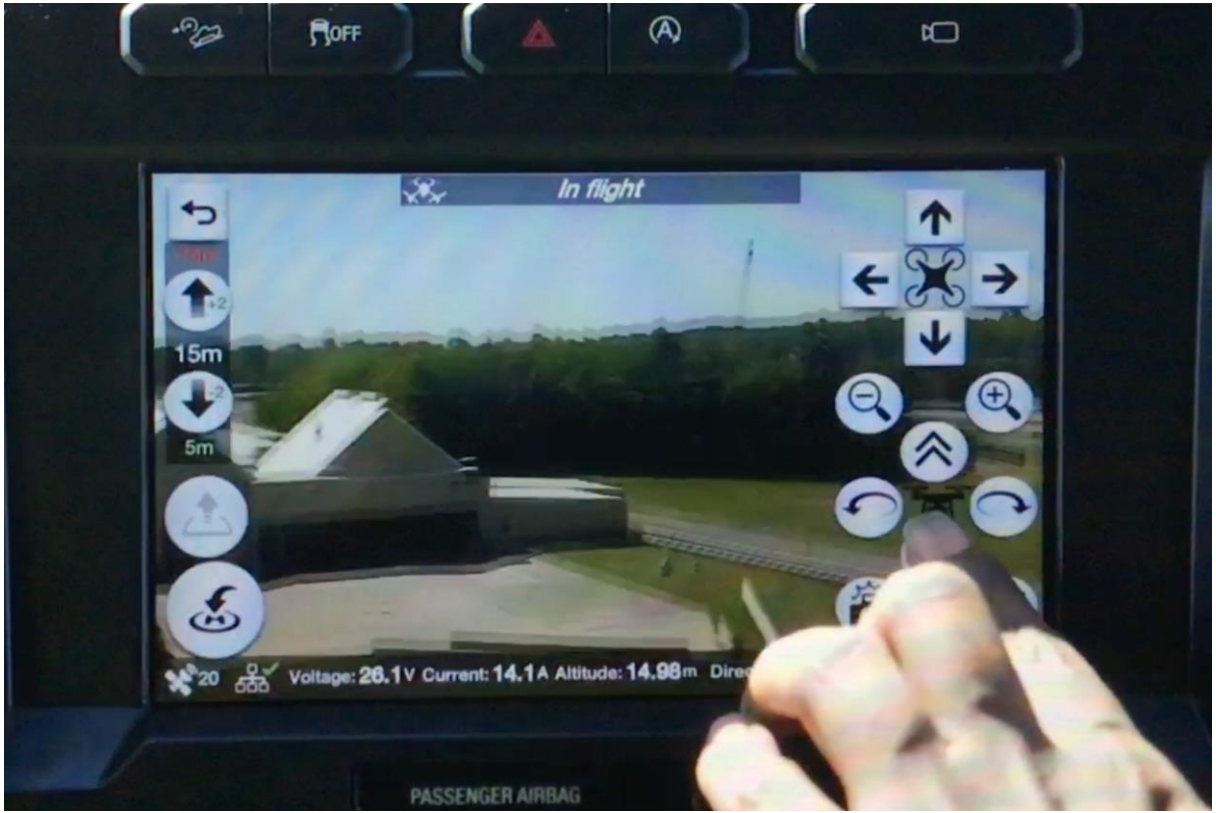
- Camper shells can accept SkyBox
- Bed installations made easy with SkyBox – Covered configuration
- Requires 2KW vehicle inverter
- GUI can be ToughBook/Pad or integrated into vehicle operating system
- Integration using Hoverfly SDK



Embedded Vehicle Control using SDK

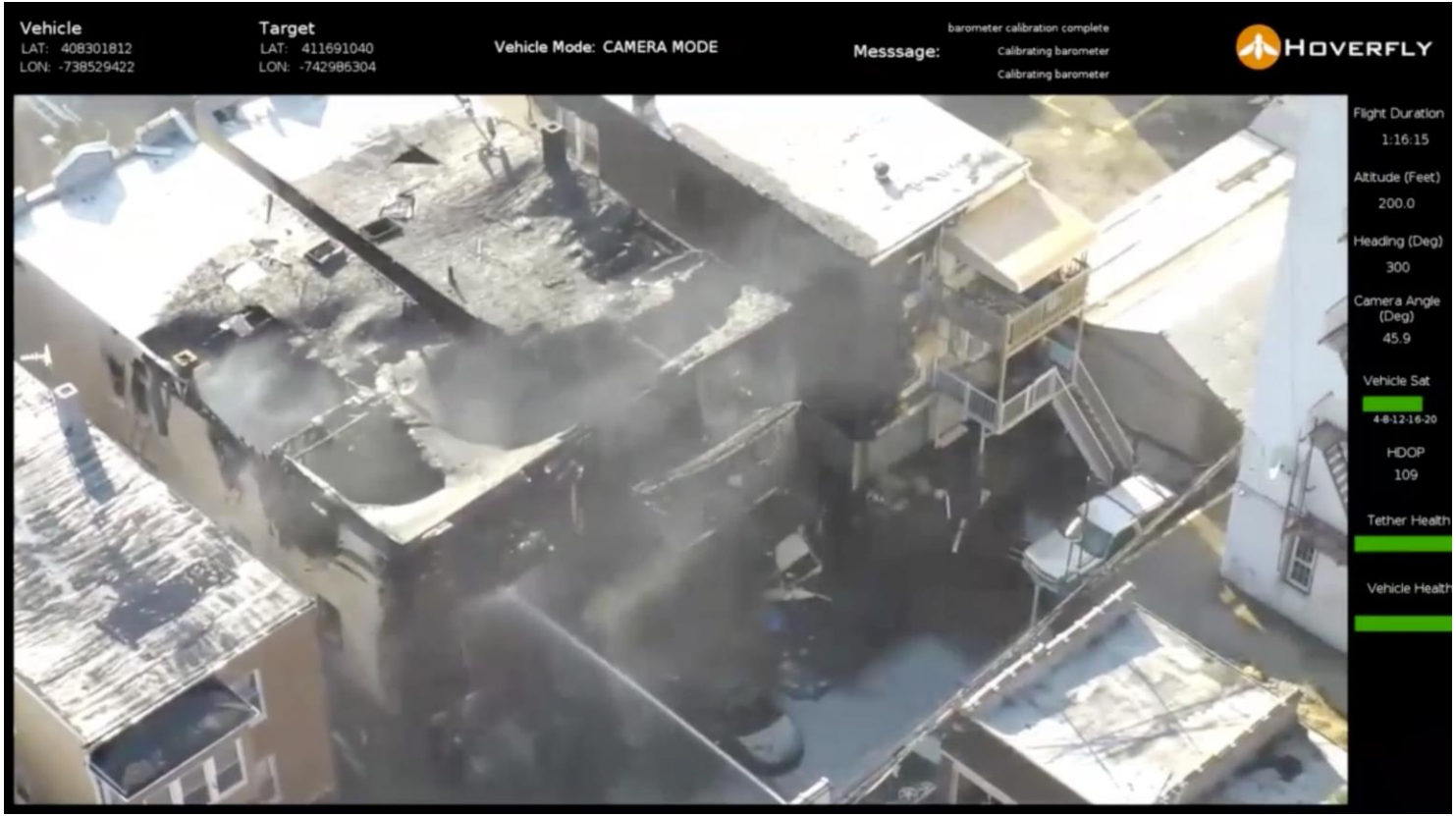
HOVERFLY
Proprietary Information

- Easy embeddable objects
- Open GUI widgets
- JAVA,C SDK…REST API
- Combined with Network Map, Enterprise Control, and Open Hot Shoe ICD, makes new Network Capabilities and Payloads Easy to Add and Integrate



Custom GUIs are Easy to Create

Standard: Remote Video Format Example



Logistics and Deployment Summary

HOVERFLY
Proprietary Information

- LiveSky AUGVW: 9.0 lbs
- System Weight: 52.5 lbs
- Shipping Weight: 48 lbs (LiveSky) + 71 lbs (ATK)
- Shipping Size: 37”x28”x17” and 22”x23”x24”
- Man Portability: Yes, one man lift
- Storage Temp: -20 to 70 degrees C

- LZ Required: Min 68” circular clear area
- Set Up Time: < 6 minutes with training
- Time to Altitude: < 1 minutes
- Descent Time: < 3 minutes dependent on winds
- Landing Controls: Fully Autonomous, User HALT
- Pack Out Time: < 6 minutes with training

- External Connections: Ethernet, cable included
- Power Connection: 108-120VAC, cable included
- Power Required: < 12A < 1,400 Watts
- Power Compatibility: 2 KW Standard Generator
- Vehicle Power: 2 KW Inverter Power

Fast Deployment and Pack Out, Autonomous Precision Landing (non-GPS), Unattended / Networkable Operation, No Piloting Training

LiveSky Pricing and Delivery

- **LiveSky 6205 SENTRY Series of Systems**
  - **Dismounted LSP-6205-EOIR75 (NON ITAR)**

    < $80,000 USD, 8 weeks ARO
  - **SkyBox – Mobile with LSP-6205-EOIR75 (NON ITAR)**

    < $92,000 USD 12 weeks ARO
  - **SkyBox – Covered with LSP-6205-EOIR75 (NON ITAR)**

    < $94,000 12 weeks ARO

- **Prices Include ToughPad Controller**
- **Includes 1 Year Warranty**
- **Extended Warranty and Support Available**

Made in U.S.A. LiveSky and BigSky

HOVERFLY
Proprietary Information

LiveSky SENTRY 6205

- 2.2lb (1KG) Payload
- 200’ (60M) Altitude
- Single Payload Bay
- Aux Payload Deck

BigSky 7202

- 8.8lb (4KG) Payload
- 400’ (120M) Altitude
- Dual Payload Bays
- Other Payload Interfaces
- Folding Frame Design
- MIL-STD-810 Pending

Common Components and Software for Simplified Operations, Logistics, Maintenance, Training

- Same Flight Management Computer
- Same Controller Options
- Common Payload Interfaces
- Same Precision Landing Sensor (ATS)
- Same Enterprise Software Dev Kit
- Common Scalable Power System Components
- Common Safety, Built-in-Test, and Monitoring Systems

Both LiveSky and BigSky have US Army Airworthiness Release

Specifications Subject to Change Without Notice
Trademarks are Property of Their Respective Owners

Hoverfly LiveSky / BigSky Solutions, Capes, Key Differentiators

HOVERFLY
Proprietary Information

LiveSky Solution

- 200’ Day/Night ISR
- Single Channel / Band Communications Relay
- Public Safety
- Temporary, Mobile, & Fixed-base Security
- SkyBox Enclosure for Permanent Vehicle or Building Installation

BigSky Solution

- 400’ Day/Night ISR
- Multi-Channel, Multi-Band Comms and Relay Payloads
- Special Payload Integration Capability

Key Capabilities

- No RF Signals for Command/Control or Video…All are Sent over Secure Tether Network
- Operates from the Ground, Buildings, Mobile Platforms
- Can Operate “On-the-Move” from Moving Platforms using Follow-Me Capability
- Does Not Require GPS (TRL8)
- No Pilot Required – Operator Training Proficiency in 4 Hrs
- Executes Programmable Looks, Sweeps, and Stares using Software Dev Kit (SDK)
- Targeting Capabilities
- Has Open Interface Payload Hot Shoe for 3rd Party Devs
- Can Fly Using Local Control or Network Control with SDK
- System is in Two Lightweight Man-Portable Transit Cases

Key Differentiators

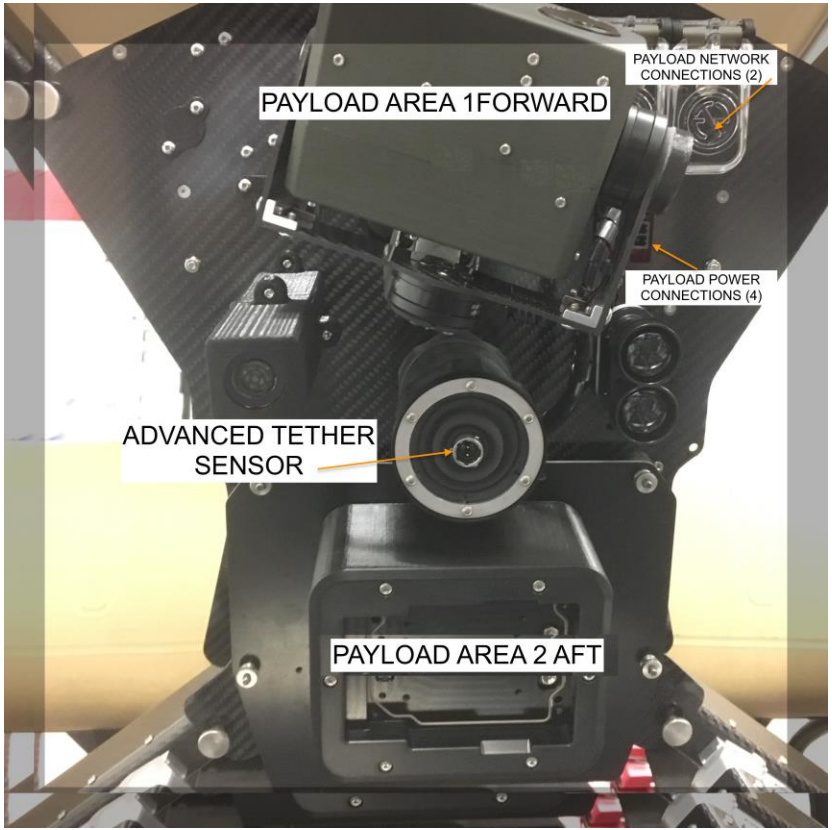
- < Six (6) Minute Set-Up Time
- Fully Autonomous Operation
- Tactically Repositionable
- Low Power Required < 2KW Compatible with Vehicle Inverters and Small Generators
- All Weather Per MIL-STD-810
- Low Procurement and Extended Warranty Cost

Key Differentiators

- < Ten (10) Minute Set-Up Time
- Fully Autonomous Operation
- Flies Multiple Payloads Simultaneously
- Low Power Required < 3KW
- Compatible with NATO Generators and Receptacle

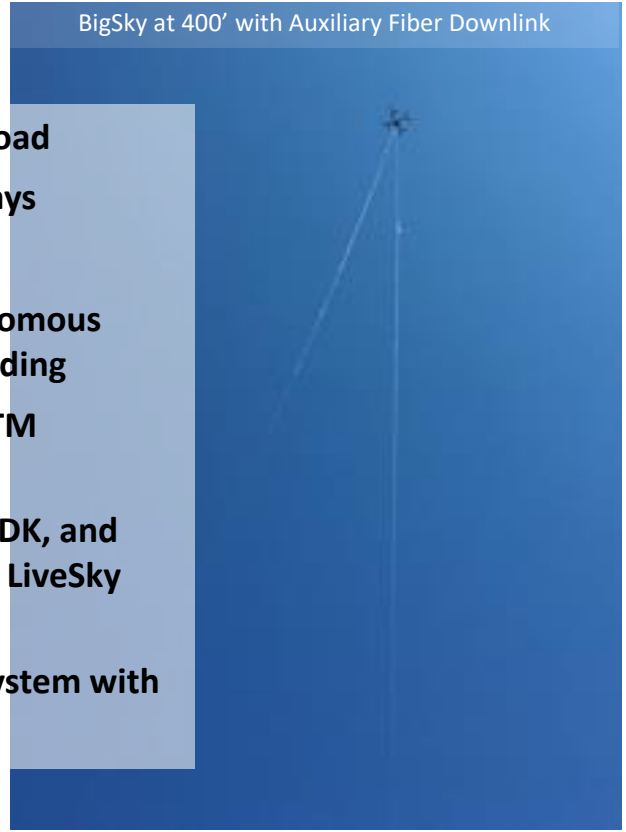
Common Components and Software for Simplified Manufacturing, Customer Operations, Logistics, Maintenance, Training

BigSky Gen II TBS-7202 Made in Orlando, FL U.S.A



- 4kg (8.8lb) payload
- Dual payload bays
- 400’ altitude
- Precision autonomous take-off and landing
- Mobility and OTM operation
- Common GUI, SDK, and control set with LiveSky
- Common Flight Management System with LiveSky

BigSky at 400’ with Auxiliary Fiber Downlink



Product Warranties offer Continuous Coverage

- 1-year Basic Warranty

BWSLA Domestic Version – U.S.
Contract Number: _____

Basic Warranty, Support and Licensing Provisions
Hoverfly Technologies, Inc. LiveSky™ UAS Aerial Robotic Systems

System Name: _____ System Serial Number: _____
Delivery Date: _____ Customer and Licensee: _____

Thank you for purchasing the Hoverfly Technologies Inc. Aerial Robotic System and licensing our Software. In the event that you experience any difficulties, we will make every effort to resolve the problem without delay as specified below.

I. Scope

Hoverfly Technologies Inc. offers Customer and Licensee ("Customer") the following warranty, support, and licensing conditions for the System whose Serial Number is provided at the top of this Agreement. Warranties as specified below, become effective on the date of Delivery as written above. The warranty and support provisions of this Agreement shall only apply to Systems that are unpacked, assembled, installed and operated in accordance with the Operator's Manual for the System. Please contact Hoverfly Customer Service to discuss System operation, restrictions, safety, maintenance, or storage if you have any questions regarding the effect on warranty coverage.

II. System Limited Warranty

1. **Term of Warranty.** Hoverfly will repair or replace any component of the System that exhibits an electronic, electrical, mechanical functional failure, or system defect or that exhibits a defect in workmanship during the first ninety (90) days of normal use. The definition of a functional failure or defect of workmanship in this Warranty does not extend the specifications of the System or the intended use of the System or components.

   This period of Warranty applies to all components of the system except for replaceable maintenance items included and delivered with the System for which the original equipment manufacturer's warranty shall apply.

   Hoverfly offers an Extended Warranty, Support, and Maintenance Agreement (EWSMA) for an additional price that continues the Basic Warranty coverage for a period one (1) year beyond the Basic Warranty period, which may be renewed at Hoverfly's sole option year-over-year, subject to conditions in that document and therein.

2. **Provisions.** If a failure of a customer serviceable item occurs during the Term of Warranty, Hoverfly or it's agent will provide a replacement component within ten (10) business days after problem diagnosis by an expedited shipping method deemed reasonable and at no charge to the Customer. Customer agrees to return the failed component to Hoverfly at Hoverfly's expense after first obtaining a return material authorization (RMA) number from Hoverfly Customer Service. Hoverfly or its agent will specify and/or arrange the shipping method. The following components are designated as customer serviceable:

Customer Serviceable Item	Replacement Component
Aerial Robot	Propeller, Canopy, Nanofins, BigSky Legs, Modular Payload Assembly
Hoverfly Handheld Controller	Entire Handheld Controller
Ground Power Unit	Entire Ground Power Unit
Tether System (manual or automatic)	Entire Tether Reel Assembly

   Replacement components are warranted against failure for an additional 90 days after receipt by Customer or the remainder of the original assignable replacement component warranty, whichever is longer. The Customer, or a representative of the Customer, or Hoverfly, or its agent, will perform remote diagnostics and Customer acknowledges the necessity and agrees to provide temporary access to the System via an Internet connection during remote diagnostic processes by Hoverfly Customer Service our authorized representative or agents.

   The System contains components that may be covered under assignable manufacturer warranties, and to the extent possible without Customer's separate agreement, Hoverfly shall assign warranty privileges for those components directly to the Customer for the purposes of expediting any repair or replacement of those components. Hoverfly provides no warranty for any photometric, optical, or other sensors or payloads, nor for any communication equipment or related components delivered with the System. For those items, only the original equipment manufacturer's warranty shall apply.

   In order to implement this Warranty, Customer agrees to report any problems with the System promptly using Hoverfly's support system, either as prescribed over the Internet or via the Customer Service Telephone Hotline. Hoverfly's web site address and the Customer's user name and password are printed on the Operator's Manual (OM). Please refer to the OM for the Customer Service Hotline number. Have your serial number handy when you call us.

3. **Additional Charges.** If inspection of any returned System by Hoverfly does not identify any defects within the above Warranty or warranties, then Hoverfly's obligation under this Warranty shall be limited to informing Customer of its regular service fees and/or any repair charges that will apply if Customer elects to have repairs made by Hoverfly. In the case of components that are repaired by Hoverfly for a fee or charge, the additional or remaining warranty on such components will be as first stated above.

4. **Limitations.** This warranty shall only bind Hoverfly if the System has not been modified or altered from its original condition, and if the Software is intact and maintained in an authorized configuration.

   No warranty or obligations shall apply to any portion of the System that has been either: (A) Operated or maintained in a manner inconsistent with the Operator's Manual, or (B) Operated in a manner inconsistent with the provisions of this Agreement, or (C) Damaged by negligence or misuse, fire, casualty, or other external causes, or (D) Transferred in ownership, conveyed, used or operated by any party other than between Customer and its affiliates (collectively "Permitted Transferees.")

   Other than replacement of Customer Serviceable Items, this Warranty shall be null and void if any service, repair, changes, or modification of the System or Software is performed by any party other than Hoverfly or a Hoverfly authorized service agent.

III. Support

1. **Training.** Under separate conditions, and for separate consideration, Hoverfly will provide training prior or after System delivery to Customer. Training will consist of reviewing the Operator's Manual and related documentation, and hands-on flight and System operations instruction, System operation, and inspection and maintenance protocols. Customer acknowledges that Hoverfly Training is available and that safe and proper operation of the System requires advanced understanding and certain experience, and learned skills and techniques.

2. **Support.** Hoverfly will provide technical and operations support for ninety (90) days following System delivery. During this period Hoverfly will provide support by via telephone, e-mail, or Internet access to the web-based support facilities. Continued support beyond 90 days is at the sole discretion of Hoverfly.

   Extended warranty, technical and operations support, and maintenance services may be ordered by Customer and are pursuant to a separate Agreement (the "EWSMA").

IV. General Provisions

1. **No Assignment.** Either party without the prior consent of the other, shall not assign this Agreement in whole in or part, and any attempt by either party to so assign this Agreement shall be invalid.

2. **No Waiver.** Neither party shall, by mere lapse of time, without giving notice thereof, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

3. **Limitation of Liability.** Hoverfly's cumulative liability to Licensee or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or Licensee's use of the Software shall not exceed the purchase price of the System and Software. In no event shall Hoverfly be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Hoverfly has been advised of the possibility of such damages. Additional insurance, named or declared insurance parties, indemnification, and System consequential use and liability insurance coverage are available to Customer through Hoverfly and third-parties. No cumulative liability or specific limit liability coverage is granted or implied by this Agreement that would benefit Licensee, Customer, or Permitted Transferee.

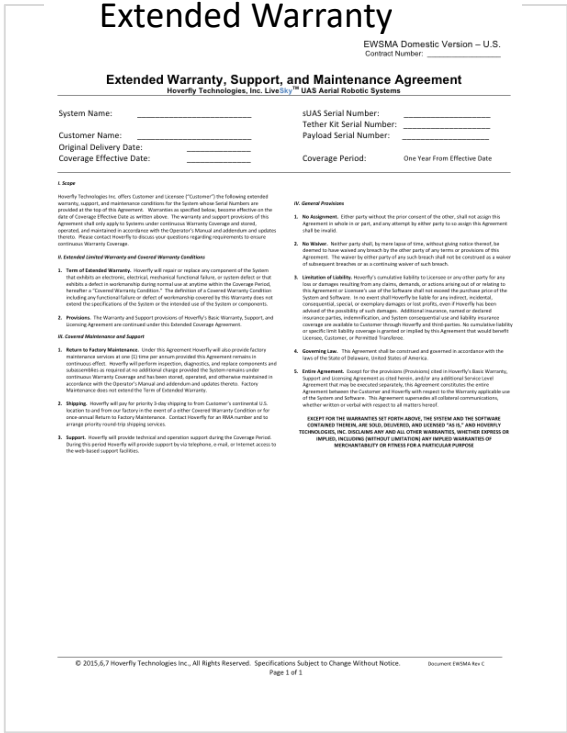
4. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Delaware, United States of America.

5. **Entire Agreement.** Except for any Extended Warranty, Support, and Maintenance Agreement that may be executed separately, this Agreement constitutes the entire Agreement between the Customer and Hoverfly with respect to the Warranty applicable use of the System and Software. This Agreement supersedes all collateral communications, whether written or verbal with respect to all 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.

 Document BWSL Rev E

- Optional 12-Month Extended Warranty



EWSMA Domestic Version – U.S.
Contract Number: _____

Extended Warranty, Support, and Maintenance Agreement
Hoverfly Technologies, Inc. LiveSky™ UAS Aerial Robotic Systems

System Name: _____ sUAS Serial Number: _____
Tether Kit Serial Number: _____
Customer Name: _____ Payload Serial Number: _____
Original Delivery Date: _____
Coverage Effective Date: _____ Coverage Period: One Year From Effective Date

I. Scope

Hoverfly Technologies Inc. offers Customer and Licensee ("Customer") the following extended warranty, support, and maintenance conditions for the System whose Serial Numbers are provided at the top of this Agreement. Warranties as specified below, become effective on the date of Coverage Effective Date as written above. The warranty and support provisions of this Agreement shall only apply to Systems under continuous Warranty Coverage and stored, operated, and maintained in accordance with the Operator's Manual and addendum and updates thereto. Please contact Hoverfly to discuss your questions regarding requirements to ensure continuous Warranty Coverage.

II. Extended Limited Warranty and Covered Warranty Conditions

1. **Term of Extended Warranty.** Hoverfly will repair or replace any component of the System that exhibits an electronic, electrical, mechanical functional failure, or system defect or that exhibits a defect in workmanship during normal use at anytime within the Coverage Period, hereafter a "Covered Warranty Condition." The definition of a Covered Warranty Condition including any functional failure or defect of workmanship covered by this Warranty does not extend the specifications of the System or the intended use of the System or components.

2. **Provisions.** The Warranty and Support provisions of Hoverfly's Basic Warranty, Support, and Licensing Agreement are continued under this Extended Coverage Agreement.

III. Covered Maintenance and Support

1. **Return to Factory Maintenance.** Under this Agreement Hoverfly will also provide factory maintenance services at one (1) time per annum provided this Agreement remains in continuous effect. Hoverfly will perform inspection, diagnostics, and replace components and subassemblies as required at no additional charge provided the System remains under continuous Warranty Coverage and has been stored, operated, and otherwise maintained in accordance with the Operator's Manual and addendum and updates thereto. Factory Maintenance does not extend the Term of Extended Warranty.

2. **Shipping.** Hoverfly will pay for priority 3-day shipping to from Customer's continental U.S. location to and from our factory in the event of a either Covered Warranty Condition or for once-annual Return to Factory Maintenance. Contact Hoverfly for an RMA number and to arrange priority round-trip shipping services.

3. **Support.** Hoverfly will provide technical and operation support during the Coverage Period. During this period Hoverfly will provide support by via telephone, e-mail, or Internet access to the web-based support facilities.

IV. General Provisions

1. **No Assignment.** Either party without the prior consent of the other, shall not assign this Agreement in whole in or part, and any attempt by either party to so assign this Agreement shall be invalid.

2. **No Waiver.** Neither party shall, by mere lapse of time, without giving notice thereof, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

3. **Limitation of Liability.** Hoverfly's cumulative liability to Licensee or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or Licensee's use of the Software shall not exceed the purchase price of the System and Software. In no event shall Hoverfly be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Hoverfly has been advised of the possibility of such damages. Additional insurance, named or declared insurance parties, indemnification, and System consequential use and liability insurance coverage are available to Customer through Hoverfly and third-parties. No cumulative liability or specific limit liability coverage is granted or implied by this Agreement that would benefit Licensee, Customer, or Permitted Transferee.

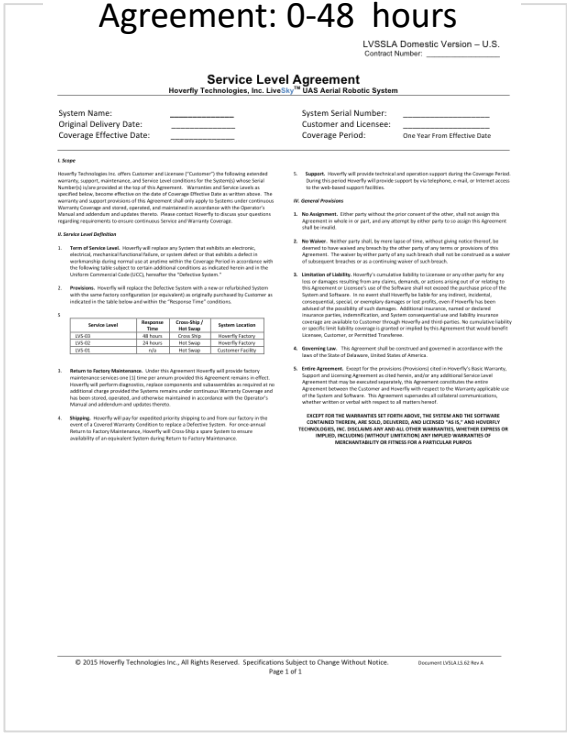
4. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Delaware, United States of America.

5. **Entire Agreement.** Except for the provisions (Provisions) cited in Hoverfly's Basic Warranty, Support and Licensing Agreement as cited herein, and/or any additional Service Level Agreement that may be executed separately, this Agreement constitutes the entire Agreement between the Customer and Hoverfly with respect to the Warranty applicable use of the System and Software. This Agreement supersedes all collateral communications, whether written or verbal with respect to all 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.

 Document EWSMA Rev C

- Optional Service Level Agreement: 0-48 hours



LVSSLA Domestic Version – U.S.
Contract Number: _____

Service Level Agreement
Hoverfly Technologies, Inc. LiveSky™ UAS Aerial Robotic System

System Name: _____ System Serial Number: _____
Original Delivery Date: _____ Customer and Licensee: _____
Coverage Effective Date: _____ Coverage Period: _____
One Year From Effective Date

I. Scope

Hoverfly Technologies Inc. offers Customer and Licensee ("Customer") the following extended warranty, support, maintenance, and Service Level conditions for the System(s) whose Serial Number(s) is/are provided at the top of this Agreement. Warranties and Service Levels as specified below, become effective on the date of Coverage Effective Date as written above. The warranty and support provisions of this Agreement shall only apply to Systems under continuous Warranty Coverage and stored, operated, and maintained in accordance with the Operator's Manual and addendum and updates thereto. Please contact Hoverfly to discuss your questions regarding requirements to ensure continuous Service and Warranty Coverage.

II. Service Level Definition

1. **Term of Service Level.** Hoverfly will replace any System that exhibits an electronic, electrical, mechanical functional failure, or system defect or that exhibits a defect in workmanship during normal use at anytime within the Coverage Period in accordance with the following table subject to certain additional conditions as indicated herein and in the Uniform Commercial Code (UCC), hereafter the "Definitive System."

2. **Provisions.** Hoverfly will replace the Definitive System with a new or refurbished System with the same factory configuration (or equivalent) as originally purchased by Customer as indicated in the table below and within the "Response Time" conditions.

3

Service Level	Response Time	Cross-Ship / Hot Swap	System Location
LVS-48	48 hours	Cross Ship	Hoverfly Factory
LVS-02	24 hours	Hot Swap	Hoverfly Factory
LVS-01	n/a	Hot Swap	Customer Facility

3. **Return to Factory Maintenance.** Under this Agreement Hoverfly will provide factory maintenance services one (1) time per annum provided this Agreement remains in effect. Hoverfly will perform diagnostics, replace components and subassemblies as required at no additional charge provided the Systems remains under continuous Warranty Coverage and has been stored, operated, and otherwise maintained in accordance with the Operator's Manual and addendum and updates thereto.

4. **Shipping.** Hoverfly will pay for expedited priority shipping to and from our factory in the event of a Covered Warranty Condition to replace a Definitive System. For once-annual Return to Factory Maintenance, Hoverfly will Cross-Ship a spare System to ensure availability of an equivalent System during Return to Factory Maintenance.

5. **Support.** Hoverfly will provide technical and operation support during the Coverage Period. During this period Hoverfly will provide support by via telephone, e-mail, or Internet access to the web-based support facilities.

III. General Provisions

1. **No Assignment.** Either party without the prior consent of the other, shall not assign this Agreement in whole in or part, and any attempt by either party to so assign this Agreement shall be invalid.

2. **No Waiver.** Neither party shall, by mere lapse of time, without giving notice thereof, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

3. **Limitation of Liability.** Hoverfly's cumulative liability to Licensee or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or Licensee's use of the Software shall not exceed the purchase price of the System and Software. In no event shall Hoverfly be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Hoverfly has been advised of the possibility of such damages. Additional insurance, named or declared insurance parties, indemnification, and System consequential use and liability insurance coverage are available to Customer through Hoverfly and third-parties. No cumulative liability or specific limit liability coverage is granted or implied by this Agreement that would benefit Licensee, Customer, or Permitted Transferee.

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

5. **Entire Agreement.** Except for the provisions (Provisions) cited in Hoverfly's Basic Warranty, Support and Licensing Agreement as cited herein, and/or any additional Service Level Agreement that may be executed separately, this Agreement constitutes the entire Agreement between the Customer and Hoverfly with respect to the Warranty applicable use of the System and Software. This Agreement supersedes all collateral communications, whether written or verbal with respect to all 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 PURPOS

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