

AEROSOPHIA BV – GENERAL TERMS AND CONDITIONS FOR SERVICES

These Terms and Conditions (“Terms”) are valid as of 1-1-2025 and apply to all service agreements, proposals, offers, and engagements between AeroSophia BV (“Aerosophia”) and the Customer relating to the provision of services, unless explicitly agreed otherwise in writing by Aerosophia.

1. Scope of Services

Aerosophia provides professional services, including implementation, configuration, data processing, video analysis, consulting, and AI-powered analytics, as described in mutually signed Statements of Work (“SOW”).

2. Statements of Work

Each SOW will define the scope, deliverables, timeline, and applicable fees. Services are delivered on a time and materials basis, unless otherwise specified.

3. Changes and Change Requests

All changes to a SOW must be agreed in writing through a Change Request, which shall outline any revisions to scope, timing, and cost.

4. Customer Obligations

Customer shall provide timely access to personnel, information, infrastructure, and systems. Any delay or failure may impact the delivery schedule or result in additional fees.

5. Fees, Expenses & Payment Terms

- Fees and billing arrangements are defined per SOW.
 - Travel and other reasonable out-of-pocket expenses will be charged separately.
 - Invoices are payable within **30 calendar days** of the invoice date.
 - Late payments will incur interest at the **Dutch statutory rate**, and Aerosophia may suspend services until payment is received.
 - Rates may be adjusted annually based on the **CBS consumer price index (CPI)**.
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6. Acceptance Criteria

Deliverables are considered accepted:

- When the Customer provides written acceptance, or
 - **Fifteen (15) business days** after delivery if no material defects have been reported. If defects are reported within the acceptance period, Aerosophia will be allowed a reasonable time to correct them and resubmit the deliverables.
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7. Warranties

Aerosophia warrants that services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

However, all Services are provided “as-is” and “as-available”. Aerosophia explicitly disclaims all other warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. Aerosophia does not warrant that the Services will be uninterrupted, error-free, or that any AI-generated insights will be accurate, complete, or suitable for Customer’s specific decisions or outcomes.

8. Intellectual Property

All intellectual property rights in work products, tools, techniques, software, and methodologies developed or used by Aerosophia remain the exclusive property of Aerosophia. The Customer is granted a non-exclusive, non-transferable license to use the deliverables for its internal business operations only.

9. Confidentiality

Each party agrees to treat all non-public, confidential, or proprietary information disclosed by the other party as confidential. Confidential Information shall:

- Be clearly marked or identified as confidential at the time of disclosure.
- Be used solely for the performance of obligations under the Agreement.

Exclusions: The confidentiality obligation does not apply to information that:

- Was publicly available at the time of disclosure or becomes publicly available through no fault of the receiving party;
- Was already lawfully in the possession of the receiving party without obligation of confidentiality;
- Was independently developed without access to the disclosing party’s Confidential Information;
- Was lawfully disclosed by a third party not under confidentiality obligations;
- Is required to be disclosed by law, provided that reasonable notice is given (if legally permissible) to allow the disclosing party to seek protective measures.

These obligations survive for **five (5) years** from the date of disclosure.



10. Term and Termination

Either party may terminate an agreement or SOW:

- For material breach if not remedied within **30 calendar days** of written notice, or
- With **60 calendar days'** written notice after completion of all outstanding SOWs.

Upon termination, the Customer remains liable for all fees due for Services rendered and expenses incurred.

11. Limitation of Liability

To the maximum extent permitted by Dutch law:

- Aerosophia's total liability shall be limited to the fees paid by the Customer for the Services under the relevant SOW during the **12 months** preceding the event giving rise to the claim.
 - Aerosophia shall not be liable for indirect, incidental, special, or consequential damages, including but not limited to loss of profits, loss of data, or reputational harm, even if advised of such possibility.
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12. Governing Law and Jurisdiction

These Terms and all associated agreements and engagements shall be governed by and construed in accordance with **Dutch law**. All disputes shall be exclusively submitted to the **competent court in the arrondissement Midden-Nederland**, unless mandatory law prescribes otherwise.

13. Miscellaneous

- No assignment of rights or obligations by either party is permitted without the prior written consent of the other party, except in case of a merger or acquisition.
- If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.