



## Standard Service Description

The following Standard Service Description apply to the Services provided by Supplier to You, unless otherwise explicitly agreed by the Parties in writing in the Agreement or otherwise after its execution.

### A. Definitions

In addition to the definition of the “General Terms and Conditions” provided by Supplier the following definitions shall apply for the purpose of these Standard Service Description:

**Data Acquisition** means capturing Aerial Data using a Drone which may consist of one or more Flights by a Pilot at the Site area selected and agreed by the Parties.

**Data Product** means a software product for analyzing Aerial Data available at the Platform which is developed by the Supplier and tailored to a specific industry.

**Drone** means a remotely piloted aircraft system, including its associated remote pilot station(s), the required command and control links and any other components.

**Flight** shall mean an aerial inspection or capturing Aerial Data using a Drone by a Pilot, including but not limited to thermal or multispectral scans.

**Operation** may consist of one or more or a series of Flights at the Site as agreed by the Parties, including relevant preparations of it, in accordance with the performance of the Services under the Agreement for which a Pilot is appointed.

**Pilot** means any Drone certified pilot that fulfils the necessary requirements and qualifications as defined by the Parties; either a) as autonomously certified and assigned by Supplier; or b) as agreed and approved by the Supplier under the Agreement or otherwise, whereby each Pilot is appointed to carry out one or more Operations.

**Platform Services** means all hosted software and support Services rendered and licensed by the Supplier to the You under the Agreement, including the Data Products, reports and other related Deliverables as agreed by the Parties.

**Support Services** means all Services provide in addition and related to Data Acquisition and Platform Services to the extent as agreed by the Parties.

**Updates** shall mean all modifications to the Platform or new releases of it, containing improvements, corrections, minor modifications, bug fixes, patches and maintenance work in order to improve or maintain the appearance and/or functionality of the Platform as provided by Supplier free of charge. This includes Updates that have been made generally available to other customers of the Supplier free of charge.

**Upgrades** shall mean new functionalities, including all modifications, new features and, enhancements, releases of new versions of the Platform and Data Products, or customizations specifically designed for or requested by You and similar developments of it which a) have not been already applied as Updates by the Supplier; or b) do not serve the same purpose as agreed by the Parties; or c) which are chargeable to other customers of the Supplier using the Platform generally, or d) are specifically designed for or requested by You. Such Upgrades may be subject to additional charge and/or require a separate agreement by the Parties and.

### B. Platform Services Terms

#### 1. Scope of the Platform Services

The Platform Services shall contain: Deliverables (Platform Access, Data Product, Reports), Updates and Upgrades, Platform Maintenance, Support Services.

Supplier will make the relevant Aerial Data and Data Products available to You on the Platform within twenty (20) business days after the completion of the scheduled Data Acquisition and/or upload of the Aerial Date to the Platform. This timeline is an estimate and may differ due to circumstances not controlled by Supplier.



## 2. Deliverables

Platform Access: The Supplier will make the Platform available to You by setting up an account and providing You with the login details for that account.

Data Product: The Platform enables You to access the various Data Products as agreed by the Parties. The Supplier shall ensure that the content of the agreed Data Products is fully downloadable in industry accepted formats and layout. For the avoidance of doubt, downloaded format and layout are not identical as the format and layout used on the Platform.

Reports: The Supplier shall use the Aerial Data in order to develop the agreed reports, which will be made available to You by the Supplier on the Platform depending on the Data Product. The generated reports summarize industry specific analytical information to You.

## 3. Updates and Upgrades

The Supplier shall inform and provide to You regular Updates free of charge. You shall not be subject to any additional Fees arising out of the application of the Updates.

In addition, the Supplier may also develop Upgrades. Upgrades may be subject to additional Fees and require a separate agreement by the Parties. For the avoidance of doubt, any decision by You not to pay the additional Charges for Upgrades will not prejudice Your access to and use of the rest of the Platform and its Updates as agreed by the Parties,

The Supplier shall make sure that such Updates or Upgrades do not disable, delete or impair the essential functionality of the Platform and Data Products as agreed by the Parties and purchased by You.

## 4. Platform Maintenance

Maximum once per calendar month, the Supplier may suspend access to the Platform for not more than 4 hours in order to carry out Platform maintenance work upon at least seven (7) days prior written notice. Upon reasonable Your request and if the circumstances allow the Supplier may delay such Platform maintenance by one week or for a longer period as agreed by the Parties.

## 5. Support Services

During the term of the Agreement, the Supplier will provide Support Services to You as defined hereafter with regard to the Platform Services.

Helpdesk: All such Support Services will be provided remotely using its Helpdesk. The Supplier will make available a telephone and email Helpdesk facility in order to respond to requests and resolve issues raised by You. For such purpose, the Supplier will (a) use reasonable endeavors to assist with the proper use, configuration of the Platform with Your systems; and (b) to determine the causes of errors and fixing errors in the Platform subject to its warranty obligations.

The Helpdesk can be reached under:	Email:	support@sitemark.com
	Telephone:	+32 (0)16 79 92 70
	Intercom:	Via the Platform

Availability: The Helpdesk shall be available during normal business hours in Belgium.

Training: If and to the extent agreed by the Parties, You will receive a training on the relevant background, functionality of the Platform and related Services at the start of the Agreement.

## C. Data Acquisition Terms

### 1. Scope of Data Acquisition

#### 1.1. Data Acquisition performed by Customer Pilots

Customer Pilots: Customer Pilots means one or more of Your employees or subcontractors qualified as Pilots.

Responsibility: If the Data Acquisition is performed by Customer Pilots, You acknowledge to be entirely responsible for the Data Acquisition by the Customer Pilots, including but not limited to the preparation, planning and execution of an Operation, tools, appointment of sufficient and qualified personnel and



certified Customer Pilots and their sufficient insurance coverage, the resources, facilities, management, labor, equipment, the Drones and software used and necessary for the performance of the Data Acquisition, the quality of the Aerial Data gathered, the pictures taken, facts measured and to check, obtain and comply with applicable legal constraints or consent requirements for carrying out Operations and all related expenses.

Documentation: In order for the Supplier to perform its Services under the Agreement and to minimize applicable risks for You and third parties the Data Acquisition shall be performed in accordance with the Documentation, instruction and guidance of the Supplier and agreed timelines.

Aerial Data: Unless otherwise agreed by the Parties, You shall ensure that the Aerial Data is uploaded to the Platform within due time at the end of an Operation after the completion of the Data Acquisition by Customer Pilots and with the minimum quality required for the provision of Services and Deliverables by Supplier under the Agreement and in accordance with Supplier's Documentations. Supplier shall not be liable for the content, quality or any delays of its Services and Deliverables under the Agreement if the Aerial Data provided by You is not complete or provided too late or does not meet such minimum quality level, except for reasons and to the extent as attributable to Supplier. In such a case, Supplier will notify You that it cannot provide its Services using the Aerial Data. Supplier may delay its Services until You provide the complete Aerial Data corresponding to the required quality. If You have not provided such Aerial Data in accordance with the such requirements after a period of maximum sixty (60) days from the Service start date as agreed by the Parties, Supplier will be entitled to cancel the purchased Services, without any liability of Supplier by written notice to You.

Customer Pilots: For the avoidance of doubt, You remain fully responsible for the acts and omissions of Your Customer Pilots and under no circumstances shall Supplier be liable for any damages caused by the Customer Pilots during the Data Acquisition performed by You. Upon reasonable request by the Supplier and to the extent allowed by Applicable Laws, You shall, within due time, provide evidence of identity, licenses, competences and experiences or other information of the Customer Pilots or any other key personnel involved for the Data Acquisition in order for the Supplier in order to assess relevant qualification and requirements for the Data Acquisition.

## 1.2. Data Acquisition by Supplier Pilots

Supplier Pilots: Supplier Pilots means one or more of Supplier's employees or subcontractors qualified as Pilots.

Responsibility: If the Data Acquisition is performed by Supplier Pilots, Supplier shall perform the Data Acquisition Services, in accordance with the terms and conditions of the Agreement and these Standard Service Description and as otherwise agreed by the Parties in writing. Supplier acknowledges to be entirely responsible for the Data Acquisition by the Supplier Pilots, including but not limited to the preparation, planning and execution of an Operation, tools, appointment of sufficient and qualified personnel and certified Supplier Pilots and their sufficient insurance coverage, the resources, facilities, management, labor, equipment, the Drones and software used and necessary for the performance of the Data Acquisition, the quality of the Aerial Data gathered, the pictures taken, facts measured and to check, obtain and comply with applicable legal constraints or consent requirements for carrying out Operations.

Documentation: Supplier shall provide the Data Acquisition in accordance with its Documentation entailing all technical and other requirements, including but not limited to Drone, equipment, Flight and Aerial Data requirements.

Supplier Pilots: Supplier will assign the Operation to one of its Supplier Pilots in order to conduct the Data Acquisition. Operations shall only be operated by Supplier Pilots having a certified license in the relevant territory. For the avoidance of doubt, Supplier remains fully responsible for the acts and omissions of its Supplier Pilots and under no circumstances shall You be liable for any damages caused by the Supplier Pilots during the Data Acquisition.

Constraints and Consent: It is the responsibility of Supplier and its Supplier Pilots to check all the legal constraints related to the execution of the Data Acquisitions and to obtain or comply with all the necessary consents for carrying out and completing the Data Acquisition Services, included but not limited to, all permissions, approvals, permits or licences required from any relevant country's authority, agency, government and any administration, ministry, department, court, flight association, corporation, airports and air traffic controllers, property owners and other people concerned, in particular for Sites in restricted



or no flight zones. Supplier Pilot shall only perform the Operation if such consents, approvals or licenses prior the commencement of the Operation has been obtained. Upon reasonable request by You, Supplier shall inform You about such requirements and provide a copy of the received consent, approval or license.

Insurance: Supplier shall provide for an insurance coverage that is legally required or customary for itself, its representatives, personnel and subcontractors during the term of the Agreement, in particular with respect to cover relevant risks and damages in connection with the performance of the Data Acquisition and generally available to the Drone business and the Pilots.

Site Information: You will provide Supplier with all necessary information about the Sites for which an Operation has been requested, such as, but not limited to, the presence of any obstruction which may affect the Flights, including but not limited to airports, detention houses, nuclear areas, high-tension cables, trees or other structures, or any other item that could result in a smaller area being scanned or that such area would be unable to be scanned.

Operations: Operations shall only be operated at and for the Sites as agreed by the Parties. You shall make sure that the Supplier Pilot has valid right to use and enter the Site for which the Services have been requested and that You, if necessary, received the necessary permissions to use the camera(s), gather the data and conduct the Operations.

## 2. Deliverables

Aerial Data: Supplier shall collect and provide the requested Aerial Data to You within due time after the completion of the Data Acquisition by the Supplier Pilot.

Minimum Quality Level: Supplier shall use reasonable efforts to collect the Aerial Data at the minimum quality level in accordance with its Documentations, unless Parties have agreed higher and more specific quality level for the Data Acquisition. If the Aerial Data do not meet the agreed quality level, Supplier undertakes reperform the Data Acquisition at its own cost and within reasonable time. If the minimum quality level will not be met solely because of adverse weather and/or meteorological conditions within the agreed periods Parties may agree to that the Operation is performed at a lower quality level.

## 3. Support Services

If agreed by the Parties, the Supplier will provide Support Services to You as defined hereafter with regards to Data Acquisition.

- Data Acquisition Support Services: tele - conference or meetings
- Pilot Training (onsite, remote)
- Consulting

## D. Other Services

Any other Services that may be provided by the Supplier. such as for example, customizing, consultancy with regards to the Services provided by Supplier may subject to additional charges as agreed by Parties.