



LEGAL DOCUMENT

Sales Terms & Conditions

Standard Conditions Governing the Sale of AirPlate Products

Document No.	AP-STC-001
Version	1.07
Effective Date	[September 23th, 2026]
Applies To	All B2B sales, rentals, Cloud Services, Drone detection service and AirPlate Web Platform subscriptions
Review Date	Annually

Table of Contents

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

1. General Provisions

These Sales 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. Purchase Order	Buyer issues a PO referencing the quote	PO acceptance constitutes agreement to T&Cs
3. Order Confirmation	AirPlate confirms the order	Order Confirmation states: 'Governed by AirPlate's STC'
4. 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.

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 Customer 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 Customer 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 Customer organization.

(ii) Drone Detection Service:

The Customer 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	3 months
AirDetect Pro Long Range	Yes - per product/sensor, billed annually	3 months
AirDetect Long Range	Yes - per product/sensor, billed annually	3 months
AirDetect Pro	Yes - per product/sensor, billed annually	3 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 AirPlate Web Platform costs DKK 4,960.00 per 12 months, equivalent to EUR 663.56 using the exchange rate above.

The Web Platform licence is linked to each customer organization and is normally paid once per organization, regardless of how many AirPlate units the customer 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.

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 must be returned in accordance with Section 4. AirPlate will retain Customer 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,
- 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.

4. Rental / Subscription Rental

Rental agreements are subscription rentals and are binding for the term stated in the Order Confirmation, typically [6/12/24 months] unless otherwise agreed in writing. Unless otherwise agreed, 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.

6. Data Ownership, Data Protection and GDPR

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

6.1 Customer Input Data

The Customer owns and may freely dispose of data that the Customer manually enters into the AirPlate Web Platform or otherwise provides directly to AirPlate for the purpose of using the services ("Customer Input Data"). AirPlate does not guarantee that the Customer can export all Customer 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 Customer through the AirPlate Web Platform or related services belong to AirPlate or its licensors. Such data is made available to the Customer 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 Customer through the AirPlate Web Platform or related services.

6.3 Data Retention After Subscription End

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

6.4 Anonymized and Aggregated Data

AirPlate is entitled to use Customer 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 Customer 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 Customer 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 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 any order shall not exceed the total price paid by the Buyer under that order, 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.

10. 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.

AirPlate ApS · Forskerparken 10 A, 5230 Odense M, Denmark · CVR: [43856103] · Version 1.05