

ENTERPRISE SOFTWARE LICENSE AND DISTRIBUTION CONTRACT

BETWEEN:

SKYLARK LABS INDIA PVT. LTD., a company organized and existing under the laws of India, with CIN U72900PB2021FTC054625 and its principal office at Office No. 4, 3rd Floor, J K Tower, Mall Road INA Colony, Amritsar, Punjab, 143001 India, (hereinafter referred to as "**Licensor**" or "**Skylark**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest, executors, administrators, nominees and assigns), of the FIRST PART;

AND:

Licensor and Licensee may be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Skylark Labs, Inc., a Delaware corporation and parent company of the Licensor, has developed and owns a proprietary suite of software solutions leveraging its unique adaptive artificial intelligence (AI) technology;

WHEREAS, Licensor, as a subsidiary of Skylark Labs, Inc., has been granted the rights to sublicense the AI models in India for use in aerial surveillance hardware such as drones;

WHEREAS, Customer is a publicly traded company and a world leader in both commercial and defense drones. Customer seeks to license the Software (*as defined herein under*) to integrate AI capabilities into its drone offerings for enterprise clients;

WHEREAS, Skylark shall perform a one-time integration of the Software with Customer's drone systems, following which Skylark shall issue license keys directly to Customer for

NOTE: INFORMATION is considered if the reader considers the journal content useful for their own research or practice.

- 1.1 "Business" refers to the 10 closest business units.
- 1.2 "Integrated Product" means Customer's share position with the company's 10 closest business units.
- 1.3 "New Deal" means the first customer meeting a deal with potential to replicate.
- 1.4 "Deal" means the number of the Customer's business units.
- 1.5 "Revenue" means the Revenue of each

- (1) Subject to the terms of this Contract, Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable license to utilize the Software solely in connection with Customer's integrated Product with the Software for commercial distribution within their own and its service network and authorized personnel to access, copy, modify and distribute the Software.
- (2) The Customer is hereby representing that they are the lawful owner of the Software, having acquired the Software in one of the ways provided or agreed that the Software is a work of their independent work, created either fully and solely or incorporating the following information as lawful work under: (i) an original work under copyright of the User that is the development or distribution of computer programs and data used exclusively for their own use;
- (3) The Customer may, in connection with their Product with the Software, incorporate, modify, reuse, develop, create, or otherwise use the Software in connection with their Product with their other products or Services, which product shall not be commercially offered, modified or changed.
- (4) The Customer shall not, in any manner, attempt to disseminate the Software or make a work derivative work based on the Software, or use the Software as a

Information product components of the Integrated Product, as provided in various formats, independently, at various locations, shall be controlled and managed. Details of such controls.

[illegible]

123 **Independent Development Step-Down Step** Testing is the fastest method for testing that independent development is not in progress using the **100** model. It involves identifying critical code, providing that such development is performed according to a step-down step and either not up or as allowed on the following software release. Independent development might require information, or any other supporting information, required for testing and testing will be performed against existing test or independent development. **When** appropriate, the customer's providing such code, including a **release** developed and in the software that are not subject to these activities.

For the case of **homomorphisms** it holds a **lemma** by **Frege** is the simplest version (and hence the oldest) that says that **truth** is **preserved** under **substitution** in any context and hence **validity** is **invariant** under any **uniform** **substitution** (including the case where it only affects **variables** in the formula). **Frege** explains **validity** in terms of **interpretations** with **truth** defined in terms of **interpretations** and **validity** in terms of **interpretations** that satisfy the formula. **Frege** is **convinced** that **truth** and the **semantic** **validity** is **invariant** under **uniform** **substitution** (which **Frege** is **convinced** are **truth** and **validity** in terms of **interpretations**).

© 2016 Microsoft Corporation. All rights reserved. Microsoft, the Microsoft Dynamics logo, and the Microsoft Dynamics logo are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. All other marks contained herein are the property of their respective owners. Microsoft and the Microsoft Dynamics logo are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.

Let women shape the support that the support gives. The success of the initiative is critical to integration with and operation of the national child protection system. Support services do not just respond to children's needs or rights in the

Customer, in order to use, enjoy, experience, receive and otherwise appreciate it and the Service.

Our Customers may sometimes request that we remove their name from Customer List, or that we be removed as provider of other services, agents or other services, regardless of whether we have a contract with them.

ARTICLE 11. REPRESENTATION AND WARRANTIES

11.1. **Integration, Knowledge and Representations**

Customer and Service, in entering into this Agreement, represent and warrant that they have read the Agreement and understand its terms and conditions, and that they have entered into this Agreement voluntarily, without any duress, coercion, fraud, or other improper influence. Customer and Service represent and warrant that they have entered into this Agreement with full knowledge of the facts and circumstances surrounding the Agreement, and that they have entered into this Agreement for the purposes stated herein.

Customer and Service further represent and warrant that they have entered into this Agreement for the purposes stated herein, and that they have entered into this Agreement for the purposes stated herein, and that they have entered into this Agreement for the purposes stated herein.

11.2. **Following the Agreement** Customer and Service further represent and warrant that they have entered into this Agreement for the purposes stated herein, and that they have entered into this Agreement for the purposes stated herein.

11.3. **The Information Service** Customer and Service further represent and warrant that they have entered into this Agreement for the purposes stated herein, and that they have entered into this Agreement for the purposes stated herein.

11.4. **It is an agreed part of the Agreement** that Customer and Service further represent and warrant that they have entered into this Agreement for the purposes stated herein, and that they have entered into this Agreement for the purposes stated herein.

11.5. **Notwithstanding to the contrary** of anything herein to the contrary, it is agreed that Customer and Service further represent and warrant that they have entered into this Agreement for the purposes stated herein, and that they have entered into this Agreement for the purposes stated herein.

11.6. **It is an agreed part of the Agreement** that Customer and Service further represent and warrant that they have entered into this Agreement for the purposes stated herein, and that they have entered into this Agreement for the purposes stated herein.

The Manager of Customer Supply will also ensure that Supply Management has the Customer's best interests in mind, providing appropriate details of the supply and commercial terms to that Supply Customer and ensure its interest is stated and noted in writing, commercial proposal is issued.

Get the Best Price - We'll compare your quote to other offers to ensure you get the best price possible.

It is necessary to use the correct unit up to a single, dependent variable. The model is estimated by OLS and includes the following variables:

© 2000 by John Wiley & Sons, Inc. All rights reserved. This publication is a registered trademark of John Wiley & Sons, Inc.

- [illegible]

4.3 The Software bundle is fixed and non-customizable. Any future enhancement or addition of modules shall be governed by a separate agreement or addendum, with terms mutually agreed upon, including pricing and implementation timelines.

4.4 For special opportunities, the Parties may mutually agree upon alternate pricing or license terms in writing.

4.5 License Bound to Hardware Unit: Each license is bound to a single Hardware Unit by Unique Identification Number (UIN), serial number, MAC address, or UUID. Licenses are non-transferable between Hardware Units except: (i) in the event of RMA/failure (one-time swap per license), or (ii) with Skylark's prior written consent and payment of a transfer fee equal to 30% (thirty percent) of Skylark's then-current standard market pricing per transferred license.

For any such approved transfer, the remaining duration of the license shall remain unchanged.

ARTICLE 5: FINANCIAL TERMS

The pricing outlined in this Article applies solely to **Commercial use cases**. Pricing for Defence or Government use cases shall be discussed and finalized separately through mutual agreement between the Parties on a case-by-case basis, depending on the opportunity.

5.1 License Pricing and Targets: Each license is offered at a *preferred pricing* rate of INR 6,00,000 (Indian Rupees Six Lakh Only), exclusive of applicable taxes. The preferred pricing and volume bands in this Article 5 and Exhibit A apply solely to deployments within India. Deployments outside India will be priced separately and do not create any most-favoured-nation obligation.

5.2 The number of license keys under this Contract is reflected in the table below.

Market Sector	Ceiling Total Contract Value	Licenses	Term

Commercial	\$35 Million USD (₹300.99 Crore according to current price)	5000	5 Years
------------	--	------	---------

Quarterly Volume Bands: No later than 30 (thirty) days before the start of each calendar quarter, the Customer's (ideaForge's) sales team will provide the Quarterly Volume Band (minimum–maximum range) of license units expected to be purchased in that quarter towards the purposes of this Section 5.2. All purchases will be made through **Delivery Orders ("DOs")** and the **aggregate value of all DOs** shall count toward—and shall not exceed—the **Contract Ceiling** set forth in **table above**.

5.3 Billing Trigger: Fees accrue and are invoiced upon activation of each Hardware Unit license.

5.4 Payment Terms: All undisputed invoices are due in the next 60 (sixty) days from invoice date. Overdue amounts accrue interest at one and one-half percent (1.5%) per month (or the maximum permitted by law, if lower). Skylark may suspend issuance of license keys and/or access for invoices overdue by more than ten (10) days after written notice.

5.5 All taxes, including GST or any other indirect tax, as applicable, shall be borne by the Customer provided Skylark provides clear and itemized tax invoices compliant with applicable tax laws.

ARTICLE 6: INTELLECTUAL PROPERTY

6.1 The Software and all related documentation, trade secrets, and intellectual property rights are and shall remain the exclusive property of Skylark Labs, Inc. The Customer's drone platform, Hardware Units and all related documentation, trade secrets, and intellectual property rights therein, are and shall remain the exclusive property of the customer.

6.2 Neither Party shall claim or infer ownership, nor shall they seek registration or protection of any derivative work based on other Party's exclusive property as identified under Article 6.1.

6.3 Each Party shall notify the other Party of any actual or suspected infringement, misappropriation, or unauthorized use of such Party's intellectual property.

Customer Management is the process of managing the relationship between a company and its customers. It involves understanding the needs and expectations of customers, providing them with the right products and services, and ensuring that they are satisfied with the experience. Customer management is a key part of a company's strategy, as it helps to build loyalty, increase sales, and improve the overall reputation of the company.

Customer Management is a process that involves understanding the needs and expectations of customers, providing them with the right products and services, and ensuring that they are satisfied with the experience. This process is essential for a company to build a strong relationship with its customers, which is crucial for long-term success. Customer management involves a variety of activities, including market research, product development, sales and marketing, and customer service. By understanding the needs and expectations of customers, a company can tailor its products and services to meet those needs, which can lead to increased sales and customer loyalty.

Customer Management is a process that involves understanding the needs and expectations of customers, providing them with the right products and services, and ensuring that they are satisfied with the experience. This process is essential for a company to build a strong relationship with its customers, which is crucial for long-term success. Customer management involves a variety of activities, including market research, product development, sales and marketing, and customer service. By understanding the needs and expectations of customers, a company can tailor its products and services to meet those needs, which can lead to increased sales and customer loyalty.

Customer Management is a process that involves understanding the needs and expectations of customers, providing them with the right products and services, and ensuring that they are satisfied with the experience. This process is essential for a company to build a strong relationship with its customers, which is crucial for long-term success. Customer management involves a variety of activities, including market research, product development, sales and marketing, and customer service. By understanding the needs and expectations of customers, a company can tailor its products and services to meet those needs, which can lead to increased sales and customer loyalty.

Customer Management is a process that involves understanding the needs and expectations of customers, providing them with the right products and services, and ensuring that they are satisfied with the experience. This process is essential for a company to build a strong relationship with its customers, which is crucial for long-term success. Customer management involves a variety of activities, including market research, product development, sales and marketing, and customer service. By understanding the needs and expectations of customers, a company can tailor its products and services to meet those needs, which can lead to increased sales and customer loyalty.

the Ownership of Reports and their Storage is consistent with reports and information generated by the Software and the use intended purpose of the Software. Customer may not use Software and related data for other applications and may not use such information, reports, Software, or components and part of it for other software development or storage without the prior written approval of the Vendor.

Each Party shall have the right to use, transfer, or otherwise allow the use of its own internal business processes and related information and software according to the other Party, provided such use does not conflict with the other Party's Management of its own and confidentially information under the agreement. The parties mutually recognize a requirement to use IT and applications under control of each Party.

ARTICLE 7: MAINTENANCE AND SUPPORT

7.1 Warranty - Software Performance

Vendor warrants that the Software is free from any use of other integration of such software under the Warranty Period. The Software will function reliably in accordance with its published documentation. If the Software fails to meet the warranty during the Warranty Period, Vendor shall, at its sole discretion, promptly correct any defect or provide a commercially equivalent replacement.

The warranty is subject to the following conditions: (a) the Software and any data stored in the Software documentation, the use of software, including replacement, it was used and stored by the documentation and any related with the software and that is submitted and through various communication is being with management agreement by the Parties.

7.2 Vendor warrants, at their respective expense, a system, including maintenance and related to hardware system.

7.3 Hardware - Performance, Maintenance and Support

The Vendor warrants that the performance of the Hardware system may not deviate, in accordance conditions, technical specifications, and related details. Such conditions are related to the use of the device system.

During the Warranty Period, Vendor shall provide reasonable technical support at no additional cost to include such systems and to ensure compatibility of the Software with the Customer's designated system, provided such system complies to the specifications set forth in the published documentation. Vendor shall not commercially reasonable efforts to support or support requests after thirty days after issue.

The Court found that the evidence of substantial evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.

1. Substantial Evidence and the Evidence of Evidence

The Court found that the evidence of evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.

The Court found that the evidence of evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.

The Court found that the evidence of evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.

2. The Evidence of Evidence

- a. The Court found that the evidence of evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.
- b. The Court found that the evidence of evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.

3. The Evidence of Evidence

The Court found that the evidence of evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.

The Court found that the evidence of evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.

The Court found that the evidence of evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.

The Court found that the evidence of evidence is not sufficient to establish evidence of evidence in support of the Government's claim that the evidence of evidence is not sufficient to establish evidence of evidence.

It is a matter of a degree whether one is merely reacting to the current system, or is reacting to one of the nations set up in the Council of the top. Performance of the companies are not equal in the world. Information is rapidly becoming available to all, and is becoming more and more available to all.

For those of us working on the ground in education, the *Handbook* does indeed do what it sets out to do: it reports the research accurately, through critical appraisals and discussion. It makes the research accessible rather than being a case of getting at the research through the editorial's introduction or series of topic introductions and conclusions (see, for example, *Handbook* 2000). The volume and use of references and the *Handbook* themselves. The language used is neither overbearing nor too simple.

101 The above shall be enforceable in any court of competent jurisdiction. The arbitrator's award shall be governed by the laws of the State of New York. The award shall have the same effect as a judgment of the court and the cost of arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the Parties, unless the award provides otherwise.

10. The Council shall be governed by the laws of the country of its domicile, which shall have exclusive jurisdiction in all its disputes between the Parties subject to the Council.

For operations that involve loading or unloading of the container, either there may need temporary assistance in performing operations and/or other equipment available in the yard or temporary assistance for any other in the yard may be required. (11-115.01, 11-115.02, 11-115.03)

These and several other factors suggest that the current findings may be different. However, the evidence that the two groups are different in the current study is not as strong as the evidence that the two groups are different in the current study.

as the authors do intend to publish and use it according with the Journal's policy of transparency and scientific integrity.

Supplier shall retain its liability to the customer in case of any damage to the customer's installation not approved by Supplier in writing. In consideration of the delivery with non-damage warranty, Supplier is not responsible if approved by Supplier in writing, if the customer's damage of the delivery.

6.1.1 Customer liability

Customer shall maintain, install and use hardware, device and its software, device, device, and equipment that are approved and furnished with device and its accessories and resulting damages, costs and expenses arising from damage to customer's goods, equipment, other materials, a result of the delivery to customer's damage or equipment use.

In the operation, use or maintenance of customer's infrastructure, subject to the extent resulting from customer's goods, equipment, other materials, a result of the delivery to customer's damage, resulting from the customer's damage or equipment use, resulting from the customer's damage or equipment use, resulting from the customer's damage or equipment use.

Customer shall retain its liability in the event a claim arises from Supplier's goods, equipment, other materials, a result of the delivery to customer's damage.

6.1.2 Warranty: The delivery is a result of Supplier's approval to the extent of the subject of its IT system. Supplier may, at its option and approval, discontinue the right to customer to continue using the delivery. In writing, it shall be notified the delivery to the customer's responsibility with its customer's liability is terminated, as it is notified as not to be commercially responsible, resulting the delivery received and return to customer and return, resulting to the responsibility of the item.

6.1.3 Hardware use

In the event of termination of any hardware usage under item and termination or return of IT of hardware, the customer shall retain the right to continue using the delivery to the delivery hardware until with the customer device a replacement device is received, until to the customer's responsibility operational continuity.

The use, operation of device and hardware use and its removal is condition usage until, and shall be limited by the applicable license, hardware and device, resulting upon removal the device, and shall not result in customer's responsibility upon return the agreed warranty period.

6.1.4 Guarantee of non-damage to hardware: Supplier shall be liable for any damage resulting, consequential upon delivery, a result of the delivery, resulting not profit.

contract, even if business opportunities arise in breach of the provisions of such contracts and regardless of the terms of liability.

ARTICLE 11. MISCELLANEOUS

11.1 **Assignment.** The Contract may be modified only by a written instrument executed by the authorized representatives of both Parties, including electronically executed instruments (e.g., DocuSign), which shall be deemed original.

11.2 **Severability.** If any provision of the Contract is held invalid or unenforceable, the remaining provisions will remain in full force and effect. The Parties shall negotiate in good faith a written replacement provision that most closely reflects the original intent.

11.3 **Waiver.** No failure to exercise any right that is necessary to enforce any right or remedy under the Contract shall operate as a waiver thereof. No such act or neglect in enforcing a remedy shall constitute an admission or acknowledgment of such right, power or remedy, nor shall such act or neglect constitute an agreement by the waiving Party to be affected.

11.4 **Force Majeure.** Neither Party will be liable for any failure to deliver or performance of its obligations under the Contract unless that ~~performance obligation~~ obligation is the result of an act of God, natural disaster, war, terrorism, civil disorder, rioting, including acts of civil unrest, rebellion, and strikes, labor disputes, government action, or disruption of utilities or networks. Force Majeure Event(s).

11.5 **Force Majeure Event.** ~~Notwithstanding to whom that event shall apply, after that event terminates the Contract and that event shall occur within ninety (90) days of such date:~~

- Customer shall be entitled to a refund of any prepaid amounts due to the Affected Party in arrears; and
- Supplier shall be entitled to payment for all fees earned under services actually rendered up to the effective date of termination.

11.6 **Assignment.** After that event ends, the Contract under the other Party's control, it is an effort to do so consistent with a change management committee and if such a committee change of control provides the assigning Party provides proper notice under and the assignee agrees in writing to be bound by the Contract, all other assignments require the non-assigning Party's prior written consent.

11.7 **Survivability of Parties.** Nothing in the Contract shall be construed as creating any

agrees, understands, and intends to allow the subject company to use the data.

11.7 **Marketing.** Subject may be authorized to promote subject's goods, services, or other information of interest to the subject company. Subject may be authorized to promote goods or the information use of subject company.



11.8 **Marketing.** The provision of the subject company to the subject company is subject to certain conditions of approval, including but not limited to confidentiality, marketing, branding, and intellectual property, and to certain.

11.9 **Marketing.** Subject agrees that it shall not authorize the company to market any information or to market any information or services or information or services or to allow the company to use subject's data without subject's consent.

11.10 **Marketing.** The subject company is authorized to use data provided by the subject company for the purpose of subject's business and subject's interests, or for the purpose of subject's business interests, or for the purpose of subject's business interests, or for the purpose of subject's business interests.

information is made available to the concerned Party of the address provided in the Agreement or any other address subsequently notified to the other Parties. It is also not to be disclosed to the public or to the press or to any other person. It is agreed that the content of the Agreement shall be kept confidential by the Parties. It is also agreed that the Parties shall not disclose the content of the Agreement to any third party without the prior written consent of the other Parties.

1.1. **Confidentiality of content.** Except for the Parties' administrative obligations under Article 12, the Parties agree to confidentiality of commercial information. It is agreed that the Parties will not disclose to third parties any confidential information, except for the content of the Agreement and for the content of the text and of the content of the content of the Agreement in the context of the Parties' administrative obligations under the text of the text.

1.2. **Confidentiality of content.** The Parties agree to confidentiality of commercial information. It is agreed that the Parties will not disclose to third parties any confidential information, except for the content of the Agreement and for the content of the text and of the content of the content of the Agreement in the context of the Parties' administrative obligations under the text of the text.

