

FAA PART 107 FLIGHT RULES, SAFETY, WEATHER, AND REGULATORY COMPLIANCE

Flight Safety and Legal Compliance Supersedes Contractual Performance

Titan Flightworks, LLC ("Titan Flightworks") places the safety of persons, property, aircraft, airspace users, and the public above any contractual requirement to perform a flight or produce a flight-dependent deliverable.

All UAS operations conducted by Titan Flightworks shall be performed in accordance with applicable Federal Aviation Administration ("FAA") regulations, including 14 CFR Part 107, applicable airspace requirements, applicable federal, state, and local laws, the limitations and operating requirements of the aircraft and equipment being used, applicable insurance requirements, and any applicable FAA waiver, authorization, exemption, or other governmental approval.

Right and Duty to Refuse or Terminate a Flight

The Remote Pilot in Command ("Remote PIC") shall have sole and final authority over whether a flight may safely and lawfully commence, continue, be modified, postponed, relocated, or terminated.

No client, customer, contractor, event schedule, payment, deadline, written agreement, verbal promise, or requested deliverable shall require or compel Titan Flightworks or its Remote PIC to conduct or continue a flight when doing so would violate applicable law, FAA regulations, an applicable authorization or waiver, aircraft limitations, insurance requirements, or the Company's reasonable safety standards.

Weather and Environmental Conditions

A scheduled flight may be postponed, modified, relocated, or canceled when weather or environmental conditions are determined by the Remote PIC to be unsafe or inconsistent with applicable legal or operational requirements.

Such conditions may include, without limitation:

- Insufficient flight visibility;
- Cloud conditions that do not satisfy applicable requirements;
- Excessive wind, gusts, turbulence, or wind shear;
- Lightning or thunderstorms;
- Rain, snow, ice, freezing precipitation, or other precipitation that creates an unacceptable operational risk;
- Fog, smoke, dust, haze, or other atmospheric conditions;
- Extreme temperatures;
- Conditions affecting aircraft, battery, sensor, or equipment performance;
- Conditions preventing the Remote PIC from maintaining required visual awareness of the aircraft;
- Conditions affecting the safety of persons or property on the ground;

- Conditions that create an unacceptable risk of loss of control, collision, flyaway, or equipment failure; or
- Any other condition that, in the reasonable judgment of the Remote PIC, makes the proposed operation unsafe or unlawful.

FAA Part 107 establishes specific operating limitations, including requirements concerning visual line of sight, altitude, visibility, cloud clearance, and other operational conditions. Certain requirements may be modified only when an applicable FAA waiver, authorization, exemption, or other legal authority permits the operation.

Airspace and Regulatory Restrictions

A flight may also be postponed, modified, relocated, or canceled when required airspace authorization, clearance, waiver, permit, governmental approval, or other legal authority has not been obtained or is unavailable.

This includes, without limitation:

- Controlled airspace restrictions;
- Temporary Flight Restrictions ("TFRs");
- FAA airspace authorization requirements;
- Temporary or permanent flight restrictions;
- NOTAMs and other applicable aviation information;
- Restricted or prohibited areas;
- Emergency airspace restrictions;
- Airport or heliport conflicts;
- Law-enforcement restrictions;
- Public-safety restrictions; and
- Site-specific restrictions imposed by a property owner or governmental authority.

The existence of a client deadline or contractual obligation shall not be interpreted as authorization to violate an applicable airspace or operational restriction.

Safety Determination Is Final

The Remote PIC's determination regarding whether a particular operation may safely and lawfully be conducted shall control the Company's decision to commence or continue the flight.

Titan Flightworks shall not be required to knowingly conduct an operation merely because:

1. The client has requested the operation;
2. The client has paid for the service;
3. A contract specifies a particular date or time;
4. A deliverable deadline has been established;
5. Other vendors or contractors are waiting on the Company's work;
6. The flight was previously approved or scheduled;
7. The client believes the weather or conditions are acceptable; or
8. The client agrees to assume responsibility for the risk.

A client's acceptance of risk, waiver, indemnification, or other agreement shall not authorize Titan Flightworks or its Remote PIC to violate applicable law or FAA requirements.

Effect on Contractual Performance

If a required flight cannot legally or safely be performed, the flight-dependent portion of the Company's contractual performance shall be **suspended, postponed, modified, or canceled**, as determined by Titan Flightworks.

The inability to lawfully or safely conduct the flight shall not constitute a breach of contract, default, negligence, or failure to perform by Titan Flightworks.

Where the flight is a material or essential component of the contracted service and cannot reasonably be rescheduled or otherwise performed, either party may terminate the affected portion of the agreement without liability for the unperformed flight-dependent services.

Previously Performed Services and Expenses

Cancellation or termination of a flight because of safety, weather, regulatory, airspace, equipment, or other lawful operational limitations shall not automatically extinguish obligations that arose before the cancellation.

Unless otherwise provided by the applicable service agreement:

- Services already performed may remain payable;
- Non-refundable third-party expenses properly incurred may remain payable;
- Mobilization, travel, preparation, editing, data processing, or other work already completed may remain payable when applicable;
- Deposits or retainers shall be handled according to the applicable service agreement; and
- Any refund or rescheduling obligation shall be determined by the applicable written agreement.

Rescheduling

When reasonably practical, Titan Flightworks may offer the client an alternative date, time, location, scope of work, or other arrangement.

Rescheduling shall be subject to:

- Pilot availability;
- Aircraft and equipment availability;
- Weather;
- Airspace;
- Applicable FAA requirements;
- Client availability;
- Insurance requirements; and
- Other operational considerations.

Titan Flightworks does not guarantee that an alternative flight date will be available.

No Waiver of Safety Requirements

No provision of a contract, work order, purchase order, proposal, invoice, statement of work, email, text message, verbal agreement, or other communication shall be interpreted as requiring Titan Flightworks to violate applicable FAA regulations, federal law, state law, local law, airspace restrictions, insurance requirements, aircraft limitations, or established safety procedures.

To the extent any contractual provision conflicts with a mandatory legal or safety requirement applicable to the flight, the legal and safety requirement shall control.

Severability of Flight Obligations

If a flight or flight-dependent deliverable becomes unlawful or unsafe to perform, the affected obligation shall be suspended or terminated to the extent necessary to comply with applicable law and safety requirements.

All unaffected provisions of the agreement shall remain in full force and effect unless otherwise provided by the applicable contract or required by law.

Emergency and Search-and-Rescue Operations

Emergency, disaster-response, search-and-rescue, public-safety, or time-sensitive operations shall not eliminate or reduce applicable aviation safety or legal requirements.

Titan Flightworks may decline, delay, modify, or terminate an emergency operation when the Remote PIC determines that the operation cannot be conducted safely and lawfully or that required authorization, equipment, personnel, insurance, or operational conditions are unavailable.

Nothing in an emergency-service agreement shall be interpreted as granting Titan Flightworks authority that has not otherwise been lawfully granted.

Acknowledgment by Client

By engaging Titan Flightworks for UAS services, the client acknowledges that aviation operations are inherently dependent upon weather, airspace, regulatory, equipment, and safety conditions and that a scheduled flight is not guaranteed merely because a date and time have been reserved.

The client further acknowledges that **Titan Flightworks will never knowingly place contractual performance, schedule, revenue, or deliverables above the legal and safe operation of its aircraft.**

Safety and legal compliance are conditions precedent to flight and shall control over any conflicting contractual requirement.