

ATTACHMENT A – 3D ROBOTICS, INC.

This Master Agreement (“Master Agreement”), entered into effective as of the date of the Initial Order Form (as defined below) by and between 3D Robotics, Inc. (“3DR”) and the undersigned Ordering Activity under GSA Schedule contracts identified in the Initial Order Form (“Ordering Activity”), sets forth the terms and conditions of Ordering Activity’s purchase, lease, license or access of or to, as applicable, certain Products or Services.

The parties agree as follows:

1. **Certain Definitions.** The following capitalized terms have the following meanings:

“Application” means any hosted software application provided by 3DR.

“Authorized Reseller” means any Third Party authorized by 3DR to resell the Products and Services, solely to the extent that such Third Party is acting within the scope of such authorization.

“Ordering Activity Data” has the meaning given to such term in the Site Scan Agreement.

“Documentation” means any user instructions, release notes, manuals, or online help files related to any Software or Application.

“Hardware” means any drone or other data capture hardware products sold or leased by 3DR.

“Hardware Lease Agreement” means the Hardware Lease Agreement attached hereto as Exhibit D.

“Hardware Purchase Agreement” means the Hardware Purchase Agreement attached hereto as Exhibit C.

“Order Form” means any order form for Products or Services that (a) is executed by Ordering Activity and either 3DR or an Authorized Reseller and (b) references this Master Agreement.

“Products” means any Application, Documentation, Hardware or Software; provided, for clarity, that Products shall not include any Ordering Activity Data.

“Services” means any support or warranty services sold or provided by 3DR with respect to any Products.

“Site Scan Agreement” means the Site Scan Agreement attached hereto as Exhibit A.

“Software” means any software product (including Updates) licensed or otherwise provided by 3DR, but excluding any Application.

“Third Party” means any person or entity other than 3DR, Ordering Activity or any of their

respective Affiliates.

“Third Party Product” means any Product of a Third Party sold, leased, licensed or provided by 3DR hereunder as a reseller or distributor.

“Third Party Services” means any support or warranty services of a Third Party sold by 3DR hereunder as a reseller or distributor.

“Updates” means successor versions, enhancements, fixes or updates to any software.

2. Order Forms.

a. The parties have executed an initial Order Form (“Initial Order Form”) and may from time to time execute additional Order Forms.

b. Each Order Form shall represent a binding obligation of 3DR (if applicable, through an Authorized Reseller) to sell, lease, license or provide (as applicable) to Ordering Activity, and of Ordering Activity to purchase, lease or license (as applicable) from 3DR (or, if applicable, the Authorized Reseller), the Products or Services specified in such Order Form, on the pricing and other terms specified in such Order Form in accordance with the GSA Schedule Pricelist, all subject to the terms and conditions of this Agreement, the underlying GSA Schedule Contract and schedule pricelist. For clarity, pricing for all Products and Services shall be as specified in the applicable Order Form.

3. Ancillary Agreements.

a. For any Order Form that includes a license or access to 3DR’s Site Scan™ software or application (a “Site Scan Order Form”), the terms and conditions of the Site Scan Agreement attached as Exhibit A shall apply.

b. To the extent applicable for any Site Scan Order Form, the terms and conditions of Exhibit B (Success Services) shall apply.

c. For any Order Form that includes the purchase of Hardware, the terms and conditions of the Hardware Purchase Agreement attached as Exhibit C shall apply.

d. For any Order Form that includes the lease of Hardware (“Hardware Lease Order Form”), the terms and conditions of the Hardware Lease Agreement attached as Exhibit D shall apply.

e. Any Order Forms and any attached Exhibits hereto that apply in accordance with the foregoing provisions of this Section 3 and have been executed by both parties in writing (such Order Forms and Exhibits, collectively, the “Ancillary Agreements”) shall be deemed part of and incorporated by reference into this Master Agreement for all purposes hereunder. All references in this Master Agreement or any

Ancillary Agreement to “this Agreement” (or any similar references such as “herein” or “hereunder”) shall be deemed to refer to this Master Agreement including all Ancillary Agreements. Capitalized terms used but not defined in any Ancillary Agreement shall have the meanings assigned to them in this Master Agreement.

4. Payments; Taxes.

a. All payments by Ordering Activity hereunder shall be due on the date specified in the applicable Order Form (or, if no date is specified in such Order Form, upon thirty (30) days from receipt of the applicable invoice). All such payments shall be made in U.S. dollars by any form of payment acceptable to the parties and (except as otherwise expressly provided herein).

b. Reserved.

c. Notwithstanding the foregoing provisions of this Section 4, to the extent that Ordering Activity purchases, leases or licenses (as applicable) Products or Services from an Authorized Reseller, Ordering Activity’s payment obligations shall be as set forth in the Order Form and the applicable Schedule GSA Pricelist or other applicable agreement between Ordering Activity and such Authorized Reseller.

d. 3DR acknowledges and agrees that Ordering Activity is free at any and all times to purchase the same or similar Products or Services from such other suppliers as Ordering Activity may determine in its sole discretion and/or to manufacture similar products itself, subject to any applicable use or confidentiality restrictions set forth herein.

5. Ordering Activity Obligations.

a. In connection with its use of any Products or Services or any other activities under this Agreement, or in the case of 3DR the provision of any Products or Services, Ordering Activity and 3DR shall comply with all applicable laws, rules and regulations of any governmental authority, including any applicable regulations of the Federal Aviation Administration or any similar regulatory agency in any jurisdiction other than the United States.

b. Ordering Activity shall not:

- i. Use the Products or Services in any manner that does damage, disable, overburden or impair any 3DR server or network connected to any 3DR server or interfere with any Third Party’s use of any Products or Services or 3DR’s ability to provide any Products or Services to third parties;
- ii. Attempt to gain any unauthorized access to any Products or Services or any materials or information with respect thereto;
- iii. Disassemble, decompile, reverse engineer, or otherwise attempt to derive the

source code or algorithms for, or workaround any technical information in, any Products;

- iv. Use any Products licensed, leased or made accessible to Ordering Activity hereunder in any manner that exceeds the scope of such license, lease or access rights or any applicable usage limit;
- v. Submit, upload or transmit in connection with the Products or Services any content that contains documents, images, photographs, software, data, or other material protected by intellectual property law (or by rights of privacy or publicity or other similar personal or property rights) unless Ordering Activity has all necessary rights (by ownership or otherwise) to submit, upload or transmit such content in such manner and to grant 3DR any rights with respect to such content as provided for in this Agreement;
- vi. Knowingly submit, upload or transmit in connection with the Products or Services any files that contain viruses, spyware, rootkits, Trojan horses, worms, malware, or other destructive features.
- vii. Harvest or otherwise collect or attempt to collect any information about or belonging to any Third Party users of the Products or Services, including email addresses, usernames, or other data;
- viii. Except as expressly permitted hereby, copy, distribute, perform, display or prepare derivative works based upon any Products;
- ix. Publish any performance or benchmark tests or analysis related to any Products or Services; or
- x. Reserved.

c. Ordering Activity shall ensure that its employees and agents, including Authorized Users (as defined in the Site Scan Agreement), comply with any use, confidentiality or similar restrictions applicable to Ordering Activity under this Agreement.

6. Confidentiality.

a. Restrictions. Neither party (the “receiving party”) shall disclose any Confidential Information of the other party (the “disclosing party”) to anyone other than employees and agents of the receiving party who (i) need to know such Confidential Information for the purpose of exercising the receiving party’s rights or performing the receiving party’s obligations under this Agreement and (ii) are bound to the receiving party by confidentiality obligations no less stringent than those set forth in this Agreement. The receiving party shall protect against unauthorized use or disclosure of the disclosing party’s Confidential Information using the same degree of protection that the receiving party uses to protect its own Confidential Information, but no less than a reasonable degree of protection. The receiving party shall not use the Confidential

Information of the disclosing party except in connection with exercising the receiving party's rights or performing the receiving party's obligations under this Agreement or as otherwise permitted by the terms of this Agreement. Notwithstanding anything to the contrary contained herein, (x) the receiving party may disclose Confidential Information of the disclosing party upon prior written notice to the disclosing party to the extent required to comply with an order of a court or other governmental authority with appropriate jurisdiction or as required to be disclosed under applicable law so long as, to the extent legally permissible, the receiving party provides the disclosing party with reasonable notice of such requirement and a reasonable opportunity to contest such requirement and (y) the receiving party may use and disclose Confidential Information of the disclosing party to the extent authorized in writing by the disclosing party (and for purposes of this clause (y) the receiving party shall be entitled to rely on the written authorization of the applicable plant manager in the case of Ordering Activity or any employee or agent in the case of 3DR). The Disclosing Party recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C, 552, which requires that certain information be released, despite being characterized as "Confidential" by 3DR.

b. Definition. "Confidential Information" of the disclosing party means any confidential or proprietary information or data disclosed by the disclosing party to the receiving party under or in connection with this Agreement; provided, however, that Confidential Information of the disclosing party shall not include any particular information which the receiving party can demonstrate (i) was, at the time of disclosure to it hereunder, in the public domain; (ii) after disclosure to it hereunder, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was rightfully in the possession of the receiving party at the time of disclosure to it hereunder without any obligation to restrict its further use or disclosure; (iv) was received from a Third Party who had a lawful right to disclose such information to the receiving party without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. For clarity, subject to the exclusions described in clauses (i) through (v) above, (x) the Products shall be considered to be the Confidential Information of 3DR and (y) the Ordering Activity Data shall be considered the Confidential Information of Ordering Activity.

7. Representations, Warranties; Disclaimer.

a. Representations. Each party hereby represents and warrants to the other party that:

- i. it (x) is duly formed and in good standing under the laws of the jurisdiction of its formation, (y) has the power, authority and legal right to enter into this Agreement and perform its obligations hereunder, and (z) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
- ii. this Agreement has been duly executed and delivered on behalf of and constitutes a legal, valid and binding obligation of such party and is enforceable

against such party in accordance with its terms, subject to the effects of bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity; and

- iii. the execution, delivery and performance of this Agreement by such party does not and will not (x) conflict with any other agreement or understanding, oral or written, by which such party is or will be bound or (y) violate any applicable law.

b. Warranties. 3DR hereby warrants that: (i) it has the right to convey good title or license rights to the Products, free and clear of any lien, claim or encumbrance; (ii) it shall pay all sums due to any person and/or company who is entitled to any payment from 3DR in respect of any Services provided and/or Products supplied or rights granted in connection with the Products or services related to the Products; (iii) the Products shall be new, and the Products (other than Third Party Products) and of merchantable quality and conform to the specifications set forth herein; (iv) none of the Products or Services (other than Third Party Products or Third Party Services) infringes any patent, trademark, copyright, trade secret or other intellectual property rights of any third party; (v) all Services (other than Third Party Services) shall be performed in a professional and workmanlike manner in accordance with industry standards by personnel qualified for the tasks for which they are assigned; and (vi) the Products (other than Third Party Products) shall comply with all applicable federal, state or local laws, codes, ordinances, regulations, standards, rules, requirements or orders. Ordering Activity's sole remedy for any breach of any of the foregoing warranties shall be repair or replacement of affected Products and/or re-performance of the related Services at no additional cost to Ordering Activity. For clarity, except as provided in clauses (i) and (ii) above, and without limiting Ordering Activity's rights under any Third Party warranty or replacement program (whether or not sold by 3DR), 3DR makes no warranties whatsoever, and shall have no liability hereunder to Ordering Activity, with respect to any Third Party Products or Third Party Services. Ordering Activity's sole recourse for any performance or non-performance of, or any harm caused by, any Third Party Products or Third Party Services shall be to seek a remedy from the applicable Third Party provider. This paragraph shall survive any termination or expiration of this Agreement.

c. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 3DR AND ITS AFFILIATES, SUPPLIERS AND LICENSORS MAKE NO, AND HEREBY DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER ORAL, STATUTORY, EXPRESS, IMPLIED, BY COURSE OF COMMUNICATION OR DEALING OR OTHERWISE, INCLUDING ANY WARRANTY WITH REGARD TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT ANY PRODUCTS, SERVICES OR INFORMATION PROVIDED IN CONNECTION THEREWITH WILL BE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR WILL BE COMPLETE, ACCURATE, SAFE OR USEFUL UNDER ANY CONDITIONS OR FOR ANY PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 3DR SHALL NOT BE RESPONSIBLE TO ORDERING ACTIVITY FOR THE PERFORMANCE OR NON-PERFORMANCE OF, OR ANY HARM CAUSED BY, ANY THIRD PARTY

PRODUCTS OR SERVICES.

8. Indemnification; Insurance.

a. Indemnification by 3DR. 3DR shall indemnify, defend and hold Ordering Activity, its Affiliates, and its and their officers, employees and agents (“Ordering Activity Indemnitees”) harmless from and against any and all liabilities, fines, losses, costs and expenses (including attorneys’ fees) (“Losses”) suffered by the Ordering Activity Indemnitees in connection with any Third Party claims to the extent arising from: (i) breach of 3DR’s representations, warranties or any other obligations under this Agreement, (ii) any tortious conduct of 3DR or its employees or agents (including, without limitation, any Losses for injury or death to people or damage to property), or (iii) any claim that the Products or Services (excluding any Third Party Products or Third Party Services), infringe or misappropriate any Third Party intellectual property rights; provided, however, that 3DR shall have no liability to Ordering Activity for any such Losses to the extent caused by (x) the negligent, willful or reckless acts or omissions of Ordering Activity or its employees or agents, (y) any modification of the Products other than by 3DR, or (z) any breach of Ordering Activity’s representations, warranties or obligations under this Agreement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

b. Reserved.

c. Indemnification Procedure. Any indemnification claims hereunder respect of a party or its affiliated persons or entities shall be asserted by Ordering Activity (“Indemnatee”) in accordance with this Section 8.c. Indemnatee shall provide 3DR (“Indemnitor”) with prompt written notice of the Third Party claim giving rise to such indemnification claim and forward all related documents to Indemnitor. No failure to so notify Indemnitor shall relieve Indemnitor of its obligations hereunder except to the extent that Indemnitor can demonstrate damages or prejudice attributable to such failure. If Indemnitor acknowledges its indemnification obligation in writing, then Indemnitor shall defend the case at its own expense; provided, however, that Indemnatee reserves the right to be represented by counsel at its own expense at any proceeding or settlement discussions related thereto. Indemnitor may settle any claim subject to its indemnification obligations hereunder without Indemnatee’s written consent only if such settlement (i) includes a release of all covered claims pending against Indemnatee or its applicable affiliated person or entity; (ii) contains no admission of liability or wrongdoing by Indemnatee or its applicable affiliated person or entity; and (iii) does not impose any obligations upon Indemnatee or its applicable affiliated person or entity other than an obligation to stop using any infringing items.

d. Actions in Response to Infringement. Without limiting any obligations of 3DR under Section 8.a, if 3DR determines that any Products or Services, or Ordering Activity’s use thereof for their intended purposes and in accordance with the terms of this Agreement, infringe or misappropriate any Third Party intellectual property rights, 3DR may, in its discretion and at no cost to Ordering Activity, (i) modify the applicable

Products or Services so that they no longer infringe or misappropriate such Third Party intellectual property rights but remain substantially similar in function and use, (ii) obtain a license for Ordering Activity's continued use of the applicable Products or Services, or (iii) terminate Ordering Activity's lease, license, access or use rights with respect to the applicable Products or Services upon 30 days' written notice to Ordering Activity and refund to Ordering Activity of a prorated portion of any fees paid by Ordering Activity with respect thereto.

e. Insurance. During the term of this Agreement, each of 3DR and Ordering Activity shall maintain such type and amounts of liability insurance covering their respective activities under the Agreement as is normal and customary for a similarly situated business.

Without limiting the foregoing, 3DR shall maintain, at its sole cost, the insurance coverage set forth below at all times that this Agreement is in effect. Ordering Activity shall be included as an additional insured under the Comprehensive General Liability policy, but only to the extent of liabilities falling within 3DR's indemnity obligations pursuant to the terms of this Agreement. All coverage shall be obtained from Best "A" VII, or better, rated carriers satisfactory to Ordering Activity. Coverage provided hereunder shall be primary coverage and not concurrent or excess over other valid insurance which may be available to Ordering Activity, but only to the extent of liabilities falling within 3DR's indemnity obligations pursuant to the terms of this Agreement. 3DR shall deliver an original Certificate of Insurance to the Ordering Activity prior to commencement of the work. The failure to furnish evidence of insurance coverage hereunder shall not constitute a waiver or an amendment of these requirements. Any modification or waiver of these requirements must be in writing and signed by Ordering Activity. Required Insurance:

- i. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of 3DR engaged in the performance of the work under this Agreement.
- ii. Employers' Liability Insurance protecting 3DR against common law liability, in the absence of statutory liability, for employee bodily injury with a limit of not less than \$1,000,000.00.
- iii. Comprehensive General Liability Insurance including but not limited to products / completed operations, contractual, and independent 3DR coverages, with limits of liability of not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage per occurrence. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provision set forth in this Agreement.
- iv. Professional Liability Insurance including but not limited to coverage for errors, omissions, negligent acts, or mistakes of the insured in rendering or failure to render professional services with limits of not less than \$1,000,000.00 Combined Single Limit.

The above limits requirements can be satisfied with a combination of primary and excess liability policies. Each policy shall be endorsed to provide waiver of subrogation rights in favor of Ordering Activity. Failure of 3DR to keep the required insurance policies in full force and effect during the work covered by this Agreement and during any extensions, extra or additional work agreed to by 3DR hereunder shall constitute a breach of this Agreement and Ordering Activity shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement without further cost to Ordering Activity. Nothing contained in these provisions relating to coverage and amounts set out herein shall operate as a limitation of 3DR's liability in tort or contract. The certificate of insurance must include the additional insured, primary coverage and waiver of subrogation wording contained in these requirements.

9. Limitations on Liability.

a. Type of Damages. SUBJECT TO SECTION 9.c, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES, (II) LOSS OF PROFITS, REVENUE OR DATA, OR (III) DAMAGE TO REPUTATION OR GOOD WILL, IN EACH CASE HOWEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER OR NOT FORESEEABLE AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE, OCCUR OR RESULT. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733.

b. Amount of Damages. SUBJECT TO SECTION 9.c, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL EXCEED THE PRICE PAID BY ORDERING ACTIVITY FOR PRODUCTS OR SERVICES HEREUNDER.

c. Exclusions. The limitations set forth in Sections 9.a and 9.b shall not apply to the following: (i) any gross negligence, willful misconduct or fraud of a party or its employees or agents, (ii) a party's breach of any confidentiality obligations hereunder, (iii) Ordering Activity's failure to pay any amounts owed pursuant to any Order Form, (iv) a party's indemnification obligations under Section 8; or (v) personal injury, or death..

d. Basis of Bargain. These limitations of liability shall apply notwithstanding any failure of essential purpose of any limited remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability, and that all such limitations form an essential basis of the bargain between the parties.

10. Term; Termination.

a. Term. The term of this Agreement shall commence on the date of the Initial Order Form and, unless earlier terminated in accordance with Section 10.b, expire upon the expiration (without extension) of the Subscription Term (as defined in the Site Scan Agreement or the applicable Initial Order Form).

b. Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, 3DR shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer

c. Survival. Sections 3.e, 4 (as to any amounts accrued prior to termination or expiration), 5 through 9, 10.c and 11 of this Master Agreement, and any provisions of any Ancillary Agreements that are expressly provided to survive, shall survive any termination or expiration of this Agreement. Any termination or expiration of this Agreement shall not affect any rights or obligations that may have accrued prior to such termination or expiration or any other rights or remedies that may be available to a party for any breach of this Agreement by the other party.

11. General Provisions.

a. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

b. No publicity; marketing. Neither party shall, without the prior written consent of the other party, use any logo(s), brands, trademarks, service marks, or names of the other party, its Affiliates, its suppliers or any of their respective shareholders on any website, in any public communications, marketing collateral or other materials (other than any materials that are used solely internally as necessary to exercise rights or perform obligations under this Agreement). 3DR acknowledges that the ability to use this Agreement in advertising is limited by GSAR 552.203-71.

c. Export Control. Neither party shall not use, export, import, or transfer any Products or Services except as authorized by U.S. law, the laws of the jurisdiction in which Ordering Activity obtained or 3DR provisioned such Products or Services, and any other applicable laws. In particular, but without limitation, Ordering Activity and 3DR shall not provision, export or re-export any Products or Services (i) into any United States embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using any Products or Services, Ordering Activity represents and warrants that (x) Ordering Activity is not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country and (y) Ordering Activity is not listed on any U.S. Government list of prohibited or restricted parties. Ordering Activity also shall not use any Products or Services for any

purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. Ordering Activity acknowledges and agrees that Products and Services are subject to the export control laws and regulations of the United States, and Ordering Activity shall comply with these laws and regulations and shall not export, re-export, or transfer any 3DR products, services or technology, either directly or indirectly, to any country except in compliance with such laws and regulations.

d. Compliance with Anti-Corruption Practices. The parties represent and warrant to each other that it and its Affiliates shall not, directly or indirectly, pay, promise to pay, or authorize the payment or giving of anything of value to any official or employee of any government except in exchange for legitimate services provided.

e. Entire Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), is the entire agreement between the parties with respect to the subject matter contemplated herein and supersedes all prior negotiations and oral agreements with respect thereto. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Ancillary Agreement, (i) if such Ancillary Agreement expressly provides that the applicable provisions of such Ancillary Agreement shall control, then the applicable provisions of such Ancillary Agreement shall control, and (ii) if such Ancillary Agreement does not expressly provide that the applicable provisions of such Ancillary Agreement shall control, then the applicable provisions of this Master Agreement shall control. A negotiated Government Purchase Order, signed by both parties, shall supersede the terms of the Agreement.

f. Amendments and Waivers. Subject to Section 3 regarding the application of Ancillary Agreements, this Agreement may not be amended except by a writing executed by the parties. No rights under this Agreement may be waived except in a writing signed by the waiving party. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

g. Governing Law. This Agreement is governed by, and shall be construed and enforced in accordance with, the Federal laws of the United State of America. Because the Ordering Activity is an instrumentality of the U.S. recourse against the United States for any alleged breach of this Agreement must be brought under the Contract Disputes Act 41 U.S.C. § 7101. During any dispute under the Contract Disputes Act, 3DR shall proceed diligently with performance of this Agreement, pending resolution of any request for relief, claim, appeal, or action arising under the Agreement and comply with any decision of the Contracting Officer.

h. Dispute Resolution. When the Ordering Activity is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the Contract Disputes Act 41 U.S.C. § 7101. During any dispute under the Contract Disputes Act, 3DR shall proceed diligently with

performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

i. Severability. Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the minimum extent necessary to render it legal, valid, and enforceable with an intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision shall be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of any other provision of this Agreement. Without limiting the generality of the foregoing, Ordering Activity agrees that Section 9 shall remain in effect notwithstanding the unenforceability of any warranty limitation hereunder.

j. Assignment. All clauses regarding Assignment are subject to far 52.232-23, Assignment of Claims (Jan 1986) and Novation and Change-of-Name Agreements (Sep. 2013).

k. Independent Contractors. The parties to this Agreement are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

l. Notices. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given: (i) immediately if delivered in person, (ii) on the third (3rd) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, (iii) the following business day if placed with a nationally recognized overnight delivery service, or (iv) upon confirmation of transmittal if sent by facsimile or e-mail, in each case addressed to the party at the party's address set forth in the most recent Order Form. Each party may change its address for notice by giving written notice of the change to the other party in accordance with this paragraph.

m. Reserved. .

n. Counterparts. An Order Form may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An Order Form may be executed by electronic signatures and such signatures shall be deemed to bind each party hereto as if they were original signatures.

o. English Language. This Agreement shall be written and made in, and all other communications under or in connection herewith and therewith shall be in, the

English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control.

p. Interpretation. Except where the context otherwise requires, wherever used herein, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word “or” is used in the inclusive sense (and/or). The captions of the Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of the Agreement or the intent of any provision contained in the Agreement. The term “including” as used means including, without limiting the generality of any description preceding or following such term. The language of the Agreement shall be deemed to be the language mutually chosen by the parties and no rule of strict construction shall be applied against either party.

Exhibit A
Site Scan Agreement

WHEREAS, certain drone or other data capture products (“Data Capture Products”) can be used to record photos, video, sensor, audio or other data (“Raw Data”);

WHEREAS, 3DR provides software under the brand name Site Scan™ that permits operators of Data Capture Products to set course and data collection parameters and plans and to record Raw Data, which software is intended to be installed on a computer or mobile device (e.g., iPad) and on a Data Capture Product (“Site Scan Software”);

WHEREAS, 3DR also provides a hosted application under the brand name Site Scan™ that can create certain enhanced versions and derivatives of Raw Data as requested by Ordering Activity (“Enhanced Data”) and can output such Enhanced Data directly to certain Third Party software applications (such 3DR hosted application, the “Site Scan Application”); and

WHEREAS, pursuant to an applicable Site Scan Order Form, Ordering Activity has agreed to purchase from 3DR, and 3DR has agreed to provide to Ordering Activity, certain license and other rights, covering the number and type of subscriptions specified in the Site Scan Order Form, to use Site Scan Software and the Site Scan Application in accordance with the terms of this Agreement.

1. Software and Application; Restrictions.

1.1 Software.

(a) Subject to the terms and conditions of this Agreement, 3DR hereby grants to Ordering Activity, for the Subscription Term (as defined below), a limited, non-exclusive, non-transferable, non-sublicenseable, irrevocable (unless terminated as provided in this Agreement), fee-bearing (as provided in the applicable Site Scan Order Form and the GSA schedule pricelist) license for each Authorized User (as defined below) to download and use the Site Scan Software on one or more mobile devices or computers and a single Data Capture Product, in each case controlled (by ownership or otherwise) by Ordering Activity, solely for Ordering Activity’s own internal business purposes.

(b) 3DR shall deliver the Site Scan Software to Ordering Activity via electronic transfer or download access (and for clarity 3DR shall have no obligation to deliver to Ordering Activity any tangible media containing the Site Scan Software). 3DR shall provide for each Authorized User a unique password to enable such Authorized User to activate the Site Scan Software.

1.2 Application.

(a) Subject to the terms and conditions of this Agreement, 3DR hereby grants to Ordering Activity, for the Subscription Term, a limited, non-exclusive, non-transferable, irrevocable (unless terminated as provided in this Agreement), fee-bearing (as provided in the Site Scan Order Form and the GSA schedule pricelist) right for each Authorized User to access and use the Site Scan Application solely for Ordering Activity’s own internal business purposes.

(b) During the Subscription Term, 3DR shall use commercially reasonable efforts to generate and return to Ordering Activity any Enhanced Data requested by Ordering Activity through the Site Scan Application within 7 days of Ordering Activity's submission of the applicable Raw Data. Ordering Activity acknowledges and agrees that (i) the Site Scan Application is designed to perform only certain kinds of tasks on certain kinds of Raw Data and may not be able to perform all of the tasks requested by Ordering Activity, (ii) the Site Scan Application uses Third Party software applications to perform its tasks, and errors or delays in the performance of the Site Scan Application due to errors or delays in the performance of such Third Party software applications may be beyond the control of 3DR, and (iii) 3DR's obligations under this Section 1.2(b) shall not be interpreted to require 3DR to perform any tasks that the Site Scan Application was not designed to perform or to perform any tasks in any period of time if errors or delays in the performance of the applicable Third Party software applications prevent 3DR from doing so.

1.3 Documentation. Subject to the terms and conditions of this Agreement along with the underlying the GSA Schedule Contract, Schedule Pricelist and Purchase Orders, 3DR hereby grants to Ordering Activity, for the Subscription Term, the right to access and use the Documentation for the Site Scan Software and Site Scan Application as reasonably necessary in connection with Ordering Activity's use of the Site Scan Software and Site Scan Application.

1.4 Updates. Ordering Activity acknowledges and agrees that (a) the Site Scan Software, Site Scan Application and the Services and Documentation for the Site Scan Software and Site Scan Application (collectively, the "Site Scan Properties") are evolving, (b) 3DR may update Site Scan Properties with or without prior notice to Ordering Activity to enhance a previously purchased capability, add capabilities to, or otherwise improve the functions of the Site Scan Properties, (c) in order to continue using the Site Scan Properties, Ordering Activity may be required to accept Updates to the Site Scan Properties provided by 3DR, and (d) Ordering Activity may be required to update certain Third Party products or services from time to time in order to continue using such Third Party products or services with the Site Scan Properties, and in some cases the Site Scan Properties may cease to be compatible with certain Third Party products or services. Without limiting the foregoing, during the Subscription Term, 3DR shall provide Ordering Activity with any Updates to the Site Scan Properties that are generally made available to 3DR's other Site Scan customers, in the same form and at the same time as such Updates are generally made available to such other customers. Notwithstanding the foregoing, but subject to Section 4 of this Site Scan Agreement, 3DR shall have no obligation to develop or (except as provided in the preceding sentence) provide Ordering Activity with any Updates to the Site Scan Properties or ensure compatibility of the Site Scan Properties with any Third Party products or services.

1.5 Authorized Users.

(a) "Authorized User" means an individual designated by Ordering Activity to use the Site Scan Software or Site Scan Application, as the case may be, in accordance with the license, access and use rights granted by 3DR under Section 1.1 or 1.2, as applicable, of this Site Scan Agreement. During any period, the number of Authorized Users for the Site Scan Software or Site Scan Application, as the case may be, shall not exceed the number of subscriptions for the Site Scan Software or Site Scan Application, as applicable, purchased by Ordering Activity for such period.

(b) Ordering Activity shall comply with any applicable policies of 3DR for the purpose of identifying and registering Authorized Users with 3DR.

(c) Ordering Activity shall ensure that Authorized Users do not share their login credentials for the Site Scan Properties with any other person or otherwise allow any other person to access or use the Site Scan Properties under their login credentials. Authorized User privileges may not be reassigned unless (i) the individual being replaced as an Authorized User permanently ceases all access to and use of the Site Scan Software or Site Scan Application, as applicable, and (ii) Ordering Activity complies with any applicable policies of 3DR for the purpose of effecting such reassignment.

1.6 **Clarification.** For clarity, Ordering Activity has no rights hereunder to sell, license or otherwise make available to any Third Party any products or services consisting of, incorporating or using the Site Scan Properties.

2. **Data Security.** 3DR shall comply with applicable privacy and data security laws, rules, regulations and directives in connection with its collection, access, use, storage, disposal and disclosure of any Raw Data provided by Ordering Activity to 3DR hereunder and any Enhanced Data generated by 3DR for Ordering Activity hereunder (such Raw Data and Enhanced Data, collectively, the "Ordering Activity Data"), including any such Ordering Activity Data that is personally identifiable information.

3. **Ownership; Limited License to Ordering Activity Data.**

3.1 **Site Scan Properties.** Subject to the rights and licenses granted to Ordering Activity hereunder, Ordering Activity acknowledges and agrees that, as between the parties, 3DR owns all rights, title and interest in and to the Site Scan Properties. Ordering Activity shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices (whether of 3DR or any of its suppliers or licensors) incorporated in or accompanying the Site Scan Properties. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost.

3.2 **Ordering Activity Data.** Subject to the rights and licenses granted to 3DR hereunder, 3DR acknowledges and agrees that, as between the parties, Ordering Activity owns all right, title and interest in and to the Ordering Activity Data. Ordering Activity hereby grants 3DR (a) during the Subscription Term, a limited, revocable, nonexclusive, non-transferable (except in connection with a permitted assignment of 3DR's rights or obligations under this Agreement), sublicenseable (solely to the extent required to operate the Site Scan Application in accordance with its applicable Documentation), royalty-free right and license to use (including to copy, distribute, display and create derivative works from) the Ordering Activity Data solely for the purpose of operating the Site Scan Application in accordance with its applicable Documentation, and (b) a revocable, nonexclusive, non-transferable (except in connection with a permitted assignment of 3DR's rights or obligations under this Agreement), non-sublicenseable, royalty-free right and license to use (including to copy, distribute, display and create derivative works from) the Ordering Activity Data (excluding any personally identifiable information) and any suggestions or other feedback with respect to the Site Scan Properties provided by or on behalf of Ordering Activity to 3DR, in each case solely for 3DR's internal business purposes of evaluating and improving the performance, reliability and capabilities of the Site Scan Properties, which license (under this clause (b)) shall be limited to the Subscription Term as to Ordering Activity Data but with respect to suggestions or other feedback. 3DR acknowledges that the ability to use this Agreement and any feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

4. **Limited Warranty.** 3DR warrants to Ordering Activity that the Site Scan Software and Site Scan

Application will operate free from Errors during the Subscription Term. Solely to the extent that Ordering Activity notifies 3DR in writing of any breach of the foregoing warranty, 3DR shall, as Ordering Activity's sole and exclusive remedy for such breach, provide the support set forth in Exhibit B (Success Services) to the Master Agreement, to the extent applicable in accordance with the Site Scan Order Form. For purposes of this Agreement, "Error" shall mean a reproducible failure of the Site Scan Software or Site Scan Application to substantially conform to its applicable Documentation. For clarity, 3DR shall not have any obligations under clause (i) of Section 8.a of the Master Agreement in connection with any Third Party claims arising from any breach of the warranty set forth in this Section 4.

5. Subscription Term; Termination.

5.1 Subscription Term. "Subscription Term" means the subscription term specified in the Site Scan Order Form (or, if no subscription term is specified in the Site Scan Order Form, the 12-month period commencing on the date of the Site Scan Order Form); provided, however, that the Subscription Term may be extended for additional periods in accordance with Section 5.2 of this Site Scan Agreement.

5.2 Renewal. Not less than 30 days prior to any scheduled expiration of the Subscription Term, 3DR (or the Authorized Reseller) shall provide Ordering Activity with written notice of the pricing and any other applicable terms for extending the Subscription Term for an additional period equal to the length of the original subscription term or 12 months, whichever is less (or such other additional period as may be agreed by the parties) ("Renewal Notice"). This Agreement may be renewed for additional successive one (1) year terms by executing a new Agreement in writing

5.3 Effect of Termination. For a period of thirty (30) days after any termination of this Agreement or expiration (without extension) of the Subscription Term, Ordering Activity shall continue to have access to the Site Scan Application for the sole purpose of downloading any Ordering Activity Data stored therein. Following such thirty (30) day period, 3DR may deny any further access of Ordering Activity to the Site Scan Application. If so requested in writing by Ordering Activity during such thirty (30) day period, 3DR shall, within sixty (60) days after receiving such written request, delete all Ordering Activity Data stored in the Site Scan Application (provided, however, that 3DR shall have no obligation to delete any Ordering Activity Data stored in any backup storage system or device). The following provisions of this Site Scan Agreement shall survive any such termination or expiration: Sections 1.6, 2, 3.1, 3.2 (excluding the license grant in clause (a) of the second sentence thereof), 4 (last sentence only), 5.3 and 6.

6. **Audit**. Subject to Government security requirements, at any time during the Subscription Term or the one-year period following the termination of this Agreement or expiration (without extension) of the Subscription Term, either party may use an independent Third Party auditor selected by the party performing the audit and reasonably acceptable to the other party to audit records to the extent reasonably necessary to verify compliance with the use levels purchased by Ordering Activity for the Site Scan Properties or the other party's compliance with its obligations under this Agreement. Such audits shall be conducted at times reasonably acceptable to the party being audited and not more than once per year. The party being audited shall cooperate with any such audit by providing to the auditor any information reasonably requested by the auditor in connection therewith. All information provided by on behalf of the party being audited to the auditor and the audit results shall be deemed to be the audited party's Confidential Information. The auditor shall be required to enter into the applicable party's standard nondisclosure agreement prior to initiating the audit and shall also be required to comply with all of the applicable party's reasonable policies and procedures with respect to the audit. In the event that the auditor determines that Ordering Activity has overused the Site Scan Properties, Ordering Activity shall pay for the applicable overuse for the applicable period at 3DR's then current GSA Schedule Pricelist

rates. If the auditor determines that 3DR has overcharged the Ordering Activity, 3DR shall reimburse Ordering Activity for the overcharge and, if such overcharge represents more than 5% of the fees for the audited period, pay for the audit.

Exhibit B

Success Services

1. STANDARD SUCCESS PLAN SERVICES. During the Subscription Term (as defined in the Site Scan Agreement), Ordering Activity shall receive the following “Standard Success Plan” support for no additional charge beyond the subscription price set forth in the Site Scan Order Form:
 - (a) Email or Chat Support. 3DR shall provide support for use by any Authorized User Monday through Friday, 9AM-5PM PST, US holidays excluded, via email or chat, for problem resolution assistance. This hotline is only available to Authorized Users.
 - (b) Error Corrections. 3DR shall use commercially reasonable efforts to correct Errors (as defined in the Site Scan Agreement) in the Site Scan Properties reported by Order in writing to 3DR. Ordering Activity acknowledges that 3DR is not required to and may not issue Error corrections for all Errors.
 - (c) Updates. During the Subscription Term, 3DR shall provide Ordering Activity with Updates as provided in the Site Scan Agreement.
2. SUCCESS SERVICES PLAN. To the extent that Ordering Activity purchases Success Services Plan, during the Subscription Term, Ordering Activity shall receive the following services, in addition to those described above:
 - (a) Telephone Support. 3DR shall provide support for use by any Authorized User Monday through Friday, 7AM – 7PM PST, US holidays excluded, via telephone, for problem resolution assistance by a designated support team. This hotline is only available to Authorized Users.
2. EXCLUSIONS. 3DR shall have no responsibility to provide any support services described herein to the extent the applicable issue results from: (a) Ordering Activity’s use of any version of the Site Scan Properties other than the most recent version provided to Ordering Activity that has not been modified by Ordering Activity or its agents; (b) problems caused by failed Internet connections or other hardware, software or equipment that is not owned, controlled or operated by 3DR, its Affiliates or their respective contractors, licensors, agents or suppliers; (c) nonconformities resulting from misuse, abuse, negligence, or improper or unauthorized use of the Site Scan Properties or other 3DR products; (d) problems caused by Authorized User’s or other third party’s products, services or equipment that are not contemplated for use with the Site Scan Properties or other 3DR products; or (e) modification, amendment, revision, or change to Site Scan Properties or other 3DR products by any party other than 3DR or 3DR-authorized representatives. For clarity, any use of or reliance on data or data output contained in or generated by the Site Scan Application is Ordering Activity’s sole responsibility.
3. ORDERING ACTIVITY RESPONSIBILITIES. As a condition to receiving any support services described herein, Ordering Activity shall comply with any applicable policies of 3DR for the purpose of establishing each Authorized User’s use of the Site Scan Properties and registering any applicable Data Capture Products. This includes, but is not limited to: (a) providing 3DR with such information as may be necessary for 3DR to set up Authorized User accounts and (b) designating Authorized Users to participate in applicable trainings.
4. OTHER SERVICES. 3DR’s services outside the scope of this Agreement, if any, shall be provided pursuant to 3DR’s then-current applicable services policies and procedures, including, at a minimum, execution of 3DR’s then-current consulting/professional services agreement and payment of 3DR’s then-current fees for such services, plus 3DR’s reasonable costs and expenses incurred in providing such services.

5. RELATIONSHIP TO MASTER AGREEMENT. 3DR shall provide the applicable support services described herein notwithstanding the provisions of Section 9 of the Master Agreement.

Exhibit C

Hardware Purchase Agreement

1. **Title; Delivery.** Ordering Activity will have the opportunity to review and test Hardware upon arrival at Ordering Activity's facility to confirm the correct Hardware was received and that Hardware functions correctly, prior to taking title or risk of loss. Once Ordering Activity accepts the Hardware, Title and risk of loss to Hardware purchased by Ordering Activity hereunder shall pass to Ordering Activity. Unless otherwise provided in the applicable Order Form, such delivery shall be Ex Works (Incoterms 2010) 3DR's facility, with all shipping costs (including shipping insurance) paid by Ordering Activity.

2. **Firmware.**

- a. Subject to the terms of any applicable Ancillary Agreement, with respect to any Hardware purchased by Ordering Activity hereunder, 3DR hereby grants to Ordering Activity a nonexclusive, non-transferable (except as contemplated by clause (ii) below), non-sublicenseable, perpetual, irrevocable, worldwide license to use any Software embedded in such Hardware, together with any Documentation for such Software, but excluding the Site Scan Properties (as defined in the Site Scan Agreement) ("Firmware"), to the extent required for Ordering Activity to use such Hardware for its intended purposes; provided, however that (i) Ordering Activity shall have no rights hereunder to copy, distribute, perform, display and prepare derivative works based upon the Firmware except as required for Ordering Activity to use such Hardware for its intended purposes, and (ii) Ordering Activity shall have no rights hereunder to sell or grant any license with respect to the Firmware to any Third Party (other than in connection with a sale of such Hardware, and in such case the license under this Section 2 shall be transferred to the purchaser, subject to the restrictions set forth herein).
- b. Solely if Ordering Activity purchases a license or access to 3DR's Site Scan™ software or application, and solely during the Subscription Term (as defined in the Site Scan Agreement), 3DR shall provide Ordering Activity with any Updates to the Firmware that are generally made available to 3DR's other Hardware customers, in the same form and at the same time as such Updates are generally made available to such other customers.

3. **Purchased Hardware Warranty.** Without limiting Ordering Activity's rights under any Third Party warranty or replacement program (whether or not sold by 3DR), Ordering Activity acknowledges that, except as set forth in Section 7.b of the Master Agreement, 3DR makes no warranties regarding Third Party Hardware and shall have no liability to Ordering Activity hereunder with respect to any defective Third Party Hardware. 3DR will immediately pass through to Ordering Activity all of the rights under the warranties it receives from the Third Party Hardware manufacturer.

