

Master Agreement

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 customer identified in the Initial Order Form ("Customer"), sets forth the terms and conditions of Customer'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:

"Affiliate" means, with respect to any person or entity, any other person or entity that, directly or indirectly, controls, is controlled by or is under common control with such first person or entity. For purposes of this definition, "control" (and, with correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct the management or policies of the applicable person or entity, whether through the ownership of voting securities, by contract relating to voting rights or corporate governance, or otherwise.

"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.

"Customer 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 Customer 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 Customer 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, Customer 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 Customer, and of Customer 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, all subject to the terms and conditions of this Agreement. 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 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 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 shall apply.

e. Any Order Forms and any Exhibits hereto that apply in accordance with

the foregoing provisions of this Section 3 (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 Customer hereunder shall be due on the date specified in the applicable Order Form (or, if no date is specified in such Order Form, upon sixty (60) 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. Customer shall be responsible for any sales, value-added or other similar taxes arising under applicable law with respect to any payments made by Customer hereunder, other than taxes based on 3DR's income.

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

d. 3DR acknowledges and agrees that Customer is free at any and all times to purchase the same or similar Products or Services from such other suppliers as Customer 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. Customer 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, Customer 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. Customer 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 Customer 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 Customer 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, in each case without violating any rights of any Third Party;
- 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. Violate any license, terms of service or similar agreement with respect to any Third Party products or services used in connection with the Products or Services.

c. Customer 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 Customer 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 Customer or any employee or agent in the case of 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 Customer Data shall be considered the Confidential Information of Customer.

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. Customer'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 Customer. For clarity, except as provided in clauses (i) and (ii) above, and without limiting Customer'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 Customer, with respect to any Third Party Products or Third Party Services. Customer'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 CUSTOMER 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 Customer, its Affiliates, and its and their officers, employees and agents ("Customer Indemnitees") harmless from and against any and all liabilities, fines, losses, costs and expenses (including attorneys' fees) ("Losses") suffered by the Customer 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 Customer for any such Losses to the extent caused by (x) the negligent, willful or reckless acts or omissions of Customer or its employees or agents, (y) any modification of the Products other than by 3DR, or (z) any breach of Customer's representations, warranties or obligations under this Agreement.

b. Indemnification by Customer. Customer shall indemnify, defend and hold 3DR, its Affiliates, and its and their officers, employees and agents ("3DR Indemnitees") harmless from and against any and all Losses suffered by the 3DR Indemnitees in connection with any Third Party claims to the extent arising from: (i) breach of Customer's representations, warranties or any other obligations under this Agreement, (ii) any tortious conduct of Customer 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 Customer Data infringes or misappropriates any Third Party intellectual property rights; provided, however, that Customer shall have no liability to 3DR for any such Losses to the extent caused by (x) the negligent, willful or reckless acts or omissions of 3DR or its employees or agents or (y) any breach of 3DR's representations, warranties or obligations under this Agreement.

c. Indemnification Procedure. Any indemnification claims hereunder respect of a party or its affiliated persons or entities shall be asserted by such party ("Indemnatee") in accordance with this Section 8.c. Indemnatee shall provide the other party ("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 Indemnitee's written consent only if such settlement (i) includes a release of all covered claims pending against Indemnitee or its applicable affiliated person or entity; (ii) contains no admission of liability or wrongdoing by Indemnitee or its applicable affiliated person or entity; and (iii) does not impose any obligations upon Indemnitee 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 Customer'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 Customer, (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 Customer's continued use of the applicable Products or Services, or (iii) terminate Customer's lease, license, access or use rights with respect to the applicable Products or Services upon 30 days' written notice to Customer and refund to Customer of a prorated portion of any fees paid by Customer with respect thereto.

e. Insurance. During the term of this Agreement, each of 3DR and Customer 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. Customer 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 Customer. Coverage provided hereunder shall be primary coverage and not concurrent or excess over other valid insurance which may be available to Customer, 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 Customer 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 Customer. 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 Customer. 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 Customer shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement without further cost to Customer. 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.

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 GREATER OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) OR THE TOTAL AMOUNTS PAID BY CUSTOMER FOR PRODUCTS OR SERVICES HEREUNDER DURING THE 12 MONTHS PRIOR TO THE OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH CLAIMS

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) Customer's failure to pay any amounts owed pursuant to any Order Form, or (iv) a party's indemnification obligations under Section 8.

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, if there is no Site Scan Order Form, the first anniversary of the date of the Initial Order Form).

b. Termination. Either party may terminate this Agreement if the other party is in material breach of this Agreement and the breaching party fails to cure such breach within 30 days after written notice of such breach from the non-breaching party.

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. Any delay in the performance of any duties or obligations of either party hereunder (except the payment of money owed) shall not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other similar event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

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).

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 Customer obtained or 3DR provisioned such Products or Services, and any other applicable laws. In particular, but without limitation, Customer 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, Customer represents and warrants that (x) Customer 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) Customer is not listed on any U.S. Government list of prohibited or restricted parties. Customer 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. Customer acknowledges and agrees that Products and Services are subject to the export control laws and regulations of the United States, and Customer 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 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.

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 shall be governed by and construed in accordance with the laws of the state of New York, without regard to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

h. Dispute Resolution. The parties shall attempt to resolve any dispute, claim or controversy arising out of or in connection with this Agreement (each, a "Dispute") by good faith negotiation prior to commencing any arbitration procedures. If such good faith negotiation does not lead to a mutually agreed resolution, the Dispute shall be finally resolved by arbitration administered by AAA rules. The arbitration shall be held in New York, NY. Any submissions and hearings shall be conducted in English and any arbitration panel members shall be fluent in English. All proceedings and decisions of the tribunal shall be deemed Confidential Information of each party. The tribunal shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including injunctive relief, and any such measures ordered by the tribunal may, to the extent permitted by applicable law, be deemed a final award on the subject matter of the measures and enforceable as such. Either party may bring an action in court to compel arbitration under this provision or to enforce an arbitration award, but otherwise neither party shall bring any action in court with respect to any Dispute; provided, however, that either party may at any time seek provisional measures (such as a temporary restraining order or preliminary injunction) from any court of competent jurisdiction to prevent a breach of any applicable obligations. The Parties also agree that any dispute shall be submitted to a panel of three arbitrators. Each Party shall select one arbitrator. Both Parties shall attempt to select the third arbitrator by mutual agreement. If the Parties are unable to agree on a third arbitrator, the two arbitrators shall select the third arbitrator. The Parties further agree that they shall faithfully observe the AAA rules and abide by and perform any award rendered by the arbitrators. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award may be entered by any court having jurisdiction thereof.

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, Customer agrees that Section 9 shall remain in effect notwithstanding the unenforceability of any warranty limitation hereunder.

j. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the express written consent of the other party; provided, however, that, without such consent, (i) Customer may assign to an Affiliate of Customer, so long as such Affiliate agrees in writing for the benefit of 3DR to be bound by the terms of this Agreement and Customer remains responsible to 3DR for performance of its obligations hereunder, and (ii) 3DR may (x) use its subcontractors to provide the Products and Services (including Amazon Web Services (or another similarly reputable provider) for hosting services) and (y) assign this Agreement and all of its rights and obligations hereunder to any purchaser of 3DR or the business of 3DR to which this Agreement relates (whether by merger, asset purchase or otherwise); provided, however,

that in case of any assignment under this clause (y), 3DR shall notify Customer promptly after such assignment and, for a period of 60 days after receiving such notice, Customer shall have the right to terminate this Agreement immediately upon written notice to 3DR and receive a prorated refund. Any attempted assignment in violation of the preceding sentence shall be void. Subject to the foregoing, all rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their successors and permitted assigns.

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. Remedies. Except as otherwise expressly set forth in the Agreement, the remedies set forth in this Agreement are cumulative. In the event of any breach or threatened breach by a party of any obligations with respect to confidentiality or any provisions of this Agreement related to intellectual property ownership or use restrictions, the other party shall be entitled to equitable relief in addition to any other remedies that it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

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 a customer ("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, Customer has agreed to purchase from 3DR, and 3DR has agreed to provide to Customer, 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 Customer, 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) 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 Customer, solely for Customer's or its Affiliates' own internal business purposes.

(b) 3DR shall deliver the Site Scan Software to Customer via electronic transfer or download access (and for clarity 3DR shall have no obligation to deliver to Customer 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 Customer, 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) right for each Authorized User to access and use the Site Scan Application solely for Customer's or its Affiliates' own internal business purposes.

(b) During the Subscription Term, 3DR shall use commercially reasonable efforts to generate and

return to Customer any Enhanced Data requested by Customer through the Site Scan Application within 7 days of Customer's submission of the applicable Raw Data. Customer 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 Customer, (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, 3DR hereby grants to Customer, 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 Customer's use of the Site Scan Software and Site Scan Application.

1.4 Updates. Customer 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 Customer, (c) in order to continue using the Site Scan Properties, Customer may be required to accept Updates to the Site Scan Properties provided by 3DR, and (d) Customer 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 Customer 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 Customer 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 Customer 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 Customer for such period.

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

(c) Customer 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)

Customer complies with any applicable policies of 3DR for the purpose of effecting such reassignment.

1.6 **Clarification.** For clarity, Customer 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 Customer to 3DR hereunder and any Enhanced Data generated by 3DR for Customer hereunder (such Raw Data and Enhanced Data, collectively, the "Customer Data"), including any such Customer Data that is personally identifiable information.

3. **Ownership; Limited License to Customer Data.**

3.1 **Site Scan Properties.** Subject to the rights and licenses granted to Customer hereunder, Customer acknowledges and agrees that, as between the parties, 3DR owns all rights, title and interest in and to the Site Scan Properties. Customer 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.

3.2 **Customer Data.** Subject to the rights and licenses granted to 3DR hereunder, 3DR acknowledges and agrees that, as between the parties, Customer owns all right, title and interest in and to the Customer Data. Customer 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 Customer 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 Customer 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 Customer 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 Customer Data but with respect to suggestions or other feedback.

4. **Limited Warranty.** 3DR warrants to Customer that the Site Scan Software and Site Scan Application will operate free from Errors during the Subscription Term. Solely to the extent that Customer notifies 3DR in writing of any breach of the foregoing warranty, 3DR shall, as Customer'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 Customer 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”). Upon actual acceptance by Customer of any Renewal Notice, (a) the Subscription Term shall be extended for the applicable additional period and (b) the Renewal Notice shall be deemed an Order Form for all purposes hereunder.

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, Customer shall continue to have access to the Site Scan Application for the sole purpose of downloading any Customer Data stored therein. Following such thirty (30) day period, 3DR may deny any further access of Customer to the Site Scan Application. If so requested in writing by Customer during such thirty (30) day period, 3DR shall, within sixty (60) days after receiving such written request, delete all Customer Data stored in the Site Scan Application (provided, however, that 3DR shall have no obligation to delete any Customer 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**. 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 Customer 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 Customer has overused the Site Scan Properties, Customer shall pay for the applicable overuse for the applicable period at 3DR’s then current standard rates and, if such overuse represents more than 5% of the fees for the audited period, shall also reimburse 3DR for the costs of the auditor. If the auditor determines that 3DR has overcharged the Customer, 3DR shall reimburse Customer 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), Customer 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 Customer in writing to 3DR. Customer 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 Customer with Updates as provided in the Site Scan Agreement.
2. **SUCCESS SERVICES PLAN.** To the extent that Customer purchases Success Services Plan, during the Subscription Term, Customer 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) Customer's use of any version of the Site Scan Properties other than the most recent version provided to Customer that has not been modified by Customer 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 Customer's sole responsibility.
3. **CUSTOMER RESPONSIBILITIES.** As a condition to receiving any support services described herein, Customer 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.** Customer will have the opportunity to review and test Hardware upon arrival at Customer facility to confirm the correct Hardware was received and that Hardware functions correctly, prior to taking title or risk of loss. Once Customer accepts the Hardware, Title and risk of loss to Hardware purchased by Customer hereunder shall pass to Customer. 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 Customer. Customer will be allowed to hold back ten percent (10%) retainage of the total invoiced amount for the Hardware until Ingredion has had the opportunity to acceptance test the Hardware and Services. The title and risk of loss as it relates to the Hardware until Ingredion provides its written acceptance.

2. **Firmware.**

- a. Subject to the terms of any applicable Ancillary Agreement, with respect to any Hardware purchased by Customer hereunder, 3DR hereby grants to Customer 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 Customer to use such Hardware for its intended purposes; provided, however that (i) Customer shall have no rights hereunder to copy, distribute, perform, display and prepare derivative works based upon the Firmware except as required for Customer to use such Hardware for its intended purposes, and (ii) Customer 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 Customer 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 Customer 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 Customer's rights under any Third Party warranty or replacement program (whether or not sold by 3DR), Customer 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 Customer hereunder with respect to any defective Third Party Hardware. 3DR will immediately pass through to Customer all of the rights under the warranties it receives from the Third Party Hardware manufacturer.

Exhibit D
Hardware Lease Agreement
Not applicable