

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 receipt of the applicable invoice). All such payments shall be made in U.S. dollars by any form of payment acceptable to 3DR and (except as otherwise expressly provided herein) shall be nonrefundable. Any amounts due from Customer hereunder that are not paid on or before the due date shall bear interest at the past-due rate specified in such Order Form (or, if no past-due rate is specified in such Order Form, the lower of (i) 10% per annum and (ii) the highest rate permitted under applicable law).

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.

5. Customer Obligations.

a. In connection with its use of any Products or Services or any other activities under this Agreement, Customer 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 could reasonably be expected to 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. 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 any written authorization of any employee or agent of the receiving party).

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; 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. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 3DR AND ITS AFFILIATES MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL, STATUTORY, EXPRESS, IMPLIED, BY COURSE OF COMMUNICATION OR DEALING OR OTHERWISE, INCLUDING ANY WARRANTY WITH REGARD TO TITLE, MERCHANTABILITY, NON-INFRINGEMENT 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. WITHOUT LIMITING THE FOREGOING, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, WITHOUT LIMITING ANY RIGHTS OF CUSTOMER UNDER ANY THIRD PARTY WARRANTY OR REPLACEMENT PROGRAM (WHETHER OR NOT SOLD BY 3DR), (I) 3DR MAKES NO WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY TO CUSTOMER, WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES AND (II) CUSTOMER'S SOLE RECOURSE FOR THE 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.

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) except as otherwise provided in this Agreement, any breach of 3DR's representations, warranties or obligations under this Agreement, (ii) any gross negligence or intentional misconduct of 3DR or its employees or agents, or (iii) any claim that the Products or Services (excluding any Third Party Products or Third Party 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; provided, however, that 3DR shall have no liability to Customer for any such Losses to the extent arising from (x) any breach of Customer's representations, warranties or obligations under this Agreement, (y) any gross negligence or intentional misconduct of Customer or its employees or agents, or (z) any modification of the Products other than by 3DR.

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) any breach of Customer's representations, warranties or obligations under this Agreement, (ii) any gross negligence or intentional misconduct of Customer or its employees or agents,

(iii) any use of the Products or Services, or any results or output thereof (including Customer Data), by or on behalf of Customer, or (iv) any claim that the Customer Data, or 3DR's use thereof in accordance with the rights granted to 3DR under the Site Scan Agreement, infringe or misappropriate any Third Party intellectual property rights; provided, however, that Customer shall have no liability to 3DR for any such Losses to the extent arising from (x) any breach of 3DR's representations, warranties or obligations under this Agreement or (y) any gross negligence or intentional misconduct of 3DR or its employees or agents .

c. Indemnification Procedure. Any indemnification claims under Section 8.a or 8.b in respect of a party or its affiliated persons or entities shall be asserted by such party ("Indemnitee") in accordance with this Section 8.c. Indemnitee 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 Indemnitee 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, (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.

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 AMOUNTS PAID BY CUSTOMER FOR PRODUCTS OR SERVICES HEREUNDER IN 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 or intentional misconduct of a party or its employees or agents, (ii) a party's knowing or reckless 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, except that the limitation set forth in Section 9.b shall apply to 3DR's indemnification obligations under clauses (i) and (iii) of Section 8.a.

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; provided, however, that any breach by 3DR of the warranty set forth in Section 4 of the Site Scan Agreement, the warranty set forth in Section 3 of the Hardware Purchase Agreement or the warranty set forth in Section 6 of the Hardware Lease Agreement shall not provide a basis for Customer's termination of this Agreement, unless 3DR materially breaches its obligation to provide the applicable remedy for such breach in accordance with the terms thereof.

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. Without limiting Section 5.a, Customer 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 such Products or Services, and any other applicable laws. In particular, but without limitation, Customer shall not 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. Customer represents and warrants to 3DR 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; provided, however, that to the extent provided in any Order Form, this Agreement shall be amended and restated in its entirety, as of the date of such Order Form, to reflect the then-current version of 3DR's standard master agreement as posted on 3DR's website. 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 California, 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 JAMS in accordance with its Comprehensive Arbitration Rules and Procedures. The arbitration shall be held in San Francisco, California. 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.

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, 3DR may (i) use its subcontractors to provide the Products and Services (including Amazon Web Services (or another similarly reputable provider) for hosting services) and (ii) assign this Agreement and all of its rights and obligations hereunder to any Affiliate of 3DR or to any purchaser of 3DR or the business of 3DR to which this Agreement relates (whether by merger, asset purchase or otherwise). 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) a limited, 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), worldwide, royalty-free right and license to use (including to copy, distribute, perform, display and prepare derivative works based upon) the Customer Data for the purpose of operating the Site Scan Application in accordance with its applicable Documentation and (b) a nonexclusive, non-transferable (except in connection with a permitted assignment of 3DR’s rights or obligations under this Agreement), non-sublicenseable, perpetual and irrevocable, worldwide, royalty-free right and license to use (including to copy, distribute, perform, display and prepare derivative works based upon) 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 for 3DR’s internal purposes of evaluating and improving the performance, reliability and capabilities of the Site Scan Properties.

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"). The Renewal Notice shall be deemed accepted by Customer, unless Customer provides 3DR (or the Authorized Reseller) with written notice of non-renewal prior to such scheduled expiration. Upon any acceptance (or deemed 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, 3DR may use an independent Third Party auditor selected by 3DR and reasonably acceptable to Customer to audit Customer's records to the extent reasonably necessary to verify Customer's compliance with the use levels purchased by Customer for the Site Scan Properties. Such audits shall be conducted at times reasonably acceptable to Customer and not more than once per year. Customer 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 Customer to the auditor and the audit results shall be deemed to be Customer's Confidential Information. The auditor shall be required to enter into Customer's standard nondisclosure agreement prior to initiating the audit and shall also be required to comply with all of Customer'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 shall also reimburse 3DR for the costs of the auditor.

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. **PREMIER SUCCESS PLAN SERVICES.** To the extent that Customer purchases Premier Success Plan Services, 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.
 - (b) **3DR-Manufactured Hardware Replacement.** If any 3DR-manufactured Data Capture Product (as defined in the Site Scan Agreement) then registered under Customer’s Premier Success Plan Services account crashes or otherwise becomes damaged in a manner that prevents its successful operation, 3DR will provide Customer with a replacement Data Capture Product (which may, at 3DR’s option, be the same product as the original or a different product that is substantially equivalent to the original, as determined by 3DR); provided, however, that in any year 3DR shall not be required to replace any replacement Data Capture Product provided by 3DR to Customer during such year pursuant to this Section 2(b). This replacement service is in addition to the limited warranty that comes with the 3DR Site Scan Drone when purchased or leased, and the replacement of a defective 3DR Site Scan Drone pursuant to the limited warranty does not affect the Customer’s right to receive a replacement pursuant to the Premier Success Plan Services. For clarity, without limiting Customer’s rights under any Third Party warranty or replacement program (whether or not sold by 3DR), the replacement service described in this Section 2(b) does not apply to any Third Party Products.
3. **EXCLUSIONS.** Except as described in section 2(b) above regarding hardware replacement, 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, 3DR Site Scan Drone or other 3DR products; or (e) modification, amendment, revision, or change to Site Scan Properties, 3DR

Site Scan Drone 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.

4. 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.
5. 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.
6. 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.** Title and risk of loss to any Hardware purchased by Customer hereunder shall pass to Customer upon 3DR's delivery of such Hardware 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.

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.** For any 3DR-manufactured Hardware purchased by Customer hereunder, the terms and conditions of Annex 1 to this Hardware Purchase Agreement shall apply; provided, however, that 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 such Annex.

Annex 1 to Hardware Purchase Agreement

Purchased Hardware Warranty

Subject to the terms and conditions of this Annex 1 to the Hardware Purchase Agreement, (a) 3DR warrants to the original purchaser of any 3DR-manufactured drone (the "Warranted Product") that, at the time of purchase, the Warranted Product is free from material defects in materials and workmanship and (b) if the Warranted Product fails during normal use and conditions due to a material defect in materials or workmanship within one year from the date of purchase, or such longer period as is required by applicable law, 3DR will repair or replace (at 3DR's option) such defect(s), without any charge for parts or labor directly related to such defect(s).

This warranty extends only to customers who purchase the Warranted Product directly from 3DR or an Authorized Reseller and is not transferable or assignable. This warranty does not apply to Warranted Product subjected to abnormal use or conditions, accident (including without limitation, collision, crash or fire), alteration, or improper repair (other than by 3DR). For clarity, this warranty does not require 3DR to repair or replace any damage to any Warranted Product to the extent that such damage arises from any issue other than a material defect in materials or workmanship, including any damage arising from any of the following after the time of purchase: (1) exposure to moisture or extreme environmental conditions; (2) use of the Warranted Product with any accessory, software or other product not expressly authorized by 3DR; (3) external causes such as dirt, sand, battery leakage, blown fuse, or improper usage of any electrical source; or (4) use of the Warranted Product in violation of any applicable law, rule or regulation or the terms of this Agreement.

THE EXTENT OF 3DR'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT PROVIDED ABOVE. 3DR shall comply with its obligations under this warranty notwithstanding the provisions of Section 9 of the Master Agreement.

Exhibit D
Hardware Lease Agreement

1. **Lease.**

a. Subject to the terms and conditions of this Agreement, (i) 3DR (if applicable, through the Authorized Reseller) hereby leases to Customer, for the Lease Term (as defined below), the Hardware described in the Hardware Lease Order Form (“Leased Hardware”), and Customer hereby accepts such lease, and (ii) during the Lease Term, Customer shall have the exclusive right to possess and use the Leased Hardware; provided, however, that Customer shall use the Leased Hardware solely for Customer’s or its Affiliates’ own internal business purposes.

b. The parties intend for this Hardware Lease Agreement to constitute a “true lease” and not a financed sale of the Leased Hardware. As between the parties, subject to Customer’s leasehold interest hereunder, 3DR shall at all times shall remain the sole owner of all right, title and interest in and to the Leased Hardware and shall be solely entitled to claim any deductions, credits or other tax benefits available under applicable law to the owner of the Leased Hardware. 3DR shall have the right to file precautionary UCC financing statements or make other similar filings with respect to the Leased Hardware, and Customer shall not file any termination or corrective statements or releases with respect thereto without 3DR’s prior written consent.

c. Customer shall not create or permit the creation of any liens or encumbrances with respect to the Leased Hardware. For clarity, Customer has no rights hereunder to sell, lease or otherwise make available to any Third Party any products or services consisting of, incorporating or using the Leased Hardware.

2. **Maintenance.** Subject to the terms of any applicable Ancillary Agreement (including with respect to any Services purchased by Customer), during the Lease Term, Customer shall maintain the Leased Hardware in good working order (normal wear and tear excepted), and shall be responsible for all costs associated with such maintenance, including the costs of any required repairs.

3. **Upgrades.**

a. During the Lease Term, if 3DR develops an upgraded version of the Leased Hardware (“Upgrade”), Customer shall be entitled to receive such Upgrade, at no additional cost (other than applicable shipping costs), during the applicable eligibility period in accordance with 3DR’s standard upgrade policies (as they may be modified by 3DR from time to time) (“Upgrade Policies”); provided, for clarity, that 3DR has no obligation hereunder to develop any Upgrades. In order to receive an Upgrade pursuant to this Section 3.a, Customer shall request the Upgrade by written notice to 3DR during the applicable eligibility period and comply with any applicable procedures in accordance with the Upgrade Policies, including applicable procedures for returning the prior version of the Leased Hardware to 3DR.

b. At any time outside of the applicable eligibility period in accordance with the Upgrade Policies, Customer may request an Upgrade by written notice to 3DR. In response to any such request, 3DR may (but shall have no obligation to) provide an Upgrade to Customer on such

terms and conditions, including Customer's payment of additional fees, as 3DR may determine in its sole discretion.

c. If at any time 3DR determines in its sole discretion that an Upgrade is required for Customer's continued use of the Leased Hardware, 3DR shall so notify Customer and Customer shall accept such Upgrade from 3DR and comply with any applicable procedures in accordance with the Upgrade Policies, including applicable procedures for returning the prior version of the Leased Hardware to 3DR.

d. To the extent that 3DR provides Customer with an Upgrade under this Section 3, the term "Leased Hardware" as used herein shall (i) include such Upgrade, from and after the time such Upgrade is delivered to Customer, and (ii) exclude any prior version of the Leased Hardware that is returned to 3DR, from and after the time that such prior version is returned to 3DR.

4. **Risk of Loss; Delivery.** Risk of loss to the Leased Hardware shall pass to Customer upon 3DR's delivery of the Leased Hardware 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; provided, however, that delivery of any Upgrade shall be made in accordance with Section 3 of this Hardware Lease Agreement and the Upgrade Policies.

5. **Firmware.** Subject to the terms of any applicable Ancillary Agreement, with respect to any Leased Hardware, 3DR hereby grants to Customer, for the Lease Term, a nonexclusive, non-transferable, non-sublicenseable, worldwide license to use any Software embedded in the Leased 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 the Leased Hardware for its intended purposes in accordance with this Hardware Lease Agreement; provided, however that (a) 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 the Leased Hardware for its intended purposes in accordance with this Hardware Lease Agreement, and (b) Customer shall have no rights hereunder to sell, lease or grant any license with respect to the Firmware to any Third Party. During the Lease Term, 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.

6. **Leased Hardware Warranty.** For any 3DR-manufactured Leased Hardware, the terms and conditions of Annex 1 to this Hardware Lease Agreement shall apply; provided, however, that 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 such Annex.

7. **Lease Term; Purchase or Return of Leased Hardware.**

a. "Lease Term" means the period commencing on the date of the Hardware Lease Order Form and ending on the expiration (without extension) of the Subscription Term (as defined in the Site Scan Agreement); provided, however, that the Lease Term shall not be extended in connection with any extension of the Subscription Term unless Customer pays the applicable lease extension fees as set forth in the applicable Renewal Notice (as defined in the Site Scan

Agreement).

b. Upon any termination of this Agreement or expiration (without extension) of the Lease Term, if Customer notifies 3DR in writing that Customer desires to purchase the Leased Hardware, then the parties may (but shall have no obligation to) discuss an applicable purchase price and, if mutually agreed, execute an Order Form for such purchase (provided, however, that the warranty set forth in Section 3 of the Hardware Purchase Agreement shall not apply to any purchase of Leased Hardware).

c. Within 30 days after any termination of this Agreement or expiration (without extension) of the Lease Term, unless 3DR and Customer have executed an Order Form for Customer's purchase of the Leased Hardware, Customer shall return the Leased Hardware to 3DR, in good working order (normal wear and tear excepted) and in accordance with 3DR's return instructions, with all return shipping costs paid by Customer.

d. Without limiting any other rights or remedies that may be available to 3DR, if for any reason Customer fails to return any Leased Hardware to 3DR as required hereby, 3DR shall have the right to repossess the Leased Hardware, without demand or notice, and Customer shall reimburse 3DR for any costs incurred by 3DR in connection with such repossession.

Annex 1 to Hardware Lease Agreement

Leased Hardware Warranty

Subject to the terms and conditions of this Annex 1 to the Hardware Lease Agreement, (a) 3DR warrants to Customer that, upon delivery to Customer, any 3DR-manufactured Leased Hardware is free from material defects in materials and workmanship and (b) if at any time during the Lease Term any 3DR-manufactured Leased Hardware fails during normal use and conditions due to a material defect in materials or workmanship, 3DR will repair or replace (at 3DR's option) such defect(s), without any charge for parts or labor directly related to such defect(s).

This warranty extends only to Customer and is not transferable or assignable. This warranty does not apply to Leased Hardware subjected to abnormal use or conditions, accident (including without limitation, collision, crash or fire), alteration, or improper repair (other than by 3DR). For clarity, this warranty does not require 3DR to repair or replace any damage to any Leased Hardware to the extent that such damage arises from any issue other than a material defect in materials or workmanship, including any damage arising from any of the following after delivery of the Leased Hardware to Customer: (1) exposure to moisture or extreme environmental conditions; (2) use of the Leased Hardware with any accessory, software or other product not expressly authorized by 3DR; (3) external causes such as dirt, sand, battery leakage, blown fuse, or improper usage of any electrical source; or (4) use of the Leased Hardware in violation of any applicable law, rule or regulation or the terms of this Agreement.

THE EXTENT OF 3DR'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT PROVIDED ABOVE. 3DR shall comply with its obligations under this warranty notwithstanding the provisions of Section 9 of the Master Agreement.