These **MASTER SERVICES TERMS** (these “**Terms**”) are entered into by and between FlyGuys, Inc.(“**FlyGuys**”), a Delaware corporation, with its principal address at 221 Jefferson Street, Lafayette, LA 70501-8004, and the Client set forth in the Task Order which incorporates these Terms by reference (hereinafter, the “**Client**”), as of the effective date of such Task Order (the “**Effective Date**”). The Company and Client may each be referred to herein as a “**Party**” and collectively, as the “**Parties**”.

1. **Background**

FlyGuys provides nationwide unmanned aircraft systems (“**UAS**”) and a platform for use by its clients, including Client, to engage FlyGuys for UAS-related services (collectively, the “**Services**”), including UAS pilots and UAS visual observers. Client wishes to engage FlyGuys to perform the Services set forth in the Task Order. These Terms forth the general terms and conditions which will govern the Task Order.

1. **Scope of Work**
	1. The Task Order includes the specifications for the services and products to be delivered to Client (the “Work”), specific tasks and functions to be performed by the pilot, the time period(s) in which the assigned work is to be undertaken and completed, the compensation to be paid to FlyGuys for the Work, and such additional information as are set forth therein. In the event of a conflict between these Terms and the Task Order, the terms of the Task Order shall be controlling.
	2. Client may expand or modify the scope of the Task Order at any time with the issuance of a written change order. If the written change order causes an increase or decrease in the cost, or the time required for performance of the Work and Services encompassed in the Task Order, the Parties shall negotiate equitable and mutually acceptable adjustments in the Task Order compensation and, if necessary, the time period(s) for performance. FlyGuys shall not be authorized or obligated to proceed until the modified Task Order has been approved in writing by the Parties.
	3. Should the Task Order pertain to Work in support of a prime contract which requires compliance with certain flow-down provisions, the Task Order must provide the additional terms and conditions applicable to FlyGuys in order to be binding on FlyGuys. FlyGuys will abide by all provisions of the prime agreement applicable to the Work which are included in the Task Order.
2. **FlyGuys’ Responsibilities.** FlyGuys will provide the aircraft, personnel, and equipment necessary to perform and complete each Task Order within the specified time period. In performing its services, FlyGuys will follow professional and technical standards and practices consistent with the specifications for the Work and tasks encompassed in the Task Order. The pilot’s authority with respect to flight operations and decisions on matters affecting aircraft safety will be final and binding. The assigned work shall be considered complete only after the Work specified in the Task Order has been reviewed and accepted by Client.
3. **Quality Control.** FlyGuys will perform the Work in accordance with the Task Order specifications and requirements. FlyGuys will provide such reports and access to imagery and data as Client may reasonably request or require prior to completion of the Work. Client agrees to review the completed services and notify FlyGuys as promptly as possible to determine whether any deliverables fail to conform to the specifications and criteria of the Task Order. Upon notice from Client, FlyGuys will undertake such corrective action as may be necessary or appropriate to assure proper completion of the Work in accordance with the Task Order specifications and tasks. Such corrective actions shall be Client’s sole remedy for any failure of the deliverables to conform to the specifications and criteria of the Task Order.
4. **Review and Acceptance.** Client agrees to, within seven (7) days of receipt of completed work, review the completed Work and to notify FlyGuys if it determines that any deliverables do not conform to the specifications and criteria for the Work. Nonconforming imagery and data will be re-flown, reacquired and/or reprocessed by FlyGuys at its sole cost and expense. Unless a different review period is specified in the Task Order, failure to notify FlyGuys of any nonconformity within seven (7) days after Client’s receipt of the completed Work and deliverables will be deemed to constitute acceptance.
5. **Project Representatives.** The Task Order designates an individual from each Party to act as its Project Representative. All materials exchanged between the Parties for formal approval and quality control with respect to the Task Order shall be communicated to and through their respective Project Representatives.
6. **Compensation and Payment.** Client will compensate FlyGuys for its services and any reimbursable expenses in accordance with the price and terms set forth in the Task Order. Unless otherwise agreed in the Task Order, FlyGuys will submit its invoice for payment upon completion of the Work and payment shall be due from Client in United States currency upon receipt of invoice. Client shall be responsible for paying all federal, state, local, foreign or other taxes, duties, tariffs or other charges, however designated, arising from or based upon the Task Order and these Terms, or the transactions contemplated by either of them, except for taxes based on FlyGuys’ income. Failure on the part of Client’s customer to make any payment due Client shall not relieve Client of the obligation to pay FlyGuys for all Work performed and delivered to Client in accordance with the Task Order specifications and these Terms. FlyGuys reserves the right to charge a late fee of 1.5% of the invoice’s value per month, or the highest rate allowed by applicable law, whichever is lower, if payment in full is not received within thirty (30) days of the issuance date. In addition, FlyGuys reserves the right to terminate and/or suspend performance of the Task Order and these Terms upon ten (10) days prior written notice to Client of a failure to timely pay an invoice. Client shall be liable for all costs of collection, including attorneys’ fees and costs, if payment in full is not received within thirty (30) days of the issuance date. Except as otherwise set forth in a Task Order, Payment shall be made via ACH transfer or wire transfer, in Client’s discretion, provided that self-service Task Order shall always be paid via ACH without invoice.
7. **Insurance Coverage.** During the Term of the Task Order and for two (2) years thereafter, FlyGuys will maintain appropriate insurance coverage for its activities under such Task Order and these Terms, including coverage for statutory workers’ compensation, comprehensive general liability for bodily injury and property damage, in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, automobile liability insurance in the amount of $1,000,000 combined single limit, and aviation liability insurance in the amount of $20,000,000. Upon request, Client (and its client if required by a prime agreement) will be named as an additional insured on the coverage to be maintained under Commercial General, Automobile and Aviation Liability policies with respect to FlyGuys’ operations and performance. Upon request, FlyGuys will provide Client with a certificate(s) of insurance in a form satisfactory to Client evidencing the existence of the insurance coverage. If increases in coverage are required FlyGuys will procure increases and will bill Client at cost for additional coverage.
8. **Re-Use of Documents & Deliverables.** Client’s re-use of any documents and other deliverables produced by FlyGuys in the course of its performance of the Work, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or the alteration of such documents or deliverables, shall be at Client’s own risk and sole responsibility.
9. **Confidentiality.** Each Party will hold all Confidential Information (as defined below) of the other Party in strict confidence and will not disclose any Confidential Information to any third party. The Parties will disclose the Confidential Information of the other Party only to its respective employees, contractors, and agents who need to know such information for the purposes of performing their respective obligations under the Task Order and these Terms and who are bound in writing by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Neither Party will use any Confidential Information of the other Party for the benefit of itself or any third party or for any purpose other than performing its obligations under the Task Order and these Terms. Each Party will use the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information of the other party. “Confidential Information” means any and all information disclosed by one Party to the other Party, directly or indirectly, in writing, orally, electronically, or in any other form, that is designated, at or before the time of disclosure, as confidential or proprietary, or that is provided under circumstances reasonably indicating that the information is confidential or proprietary, including, without limitation, trade secrets, lists, business plans, technical data, product ideas, personnel, contract and financial information, and these Terms. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes generally available to the public through no breach of the Task Order or these Terms or any other agreement by the receiving Party; (b) is or was known by the receiving Party at or before the time such information was received from the disclosing Party, as evidenced by the receiving Party’s tangible (including written or electronic) records; (c) is received from a third-party that is not under an obligation of confidentiality to the knowledge of the receiving Party with respect to such information; (d) is independently developed by the receiving Party without any breach of these Terms, as evidenced by the receiving Party’s contemporaneous tangible (including written or electronic) records; or (e) is approved for release in advance in writing by the disclosing Party, as applicable. In the event that the receiving Party receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court of competent jurisdiction, pursuant to legal or regulatory requirement, governmental order, or under a civil investigative demand or similar process, the receiving Party agrees (i) to promptly notify the disclosing Party of the existence, terms and circumstances surrounding such a request, where lawfully able to do so, and (ii) if the receiving Party is in the opinion of its counsel compelled to disclose a portion of the Confidential Information, the receiving Party may disclose that portion of the Confidential Information that its counsel advises that it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. The receiving Party will be entitled to retain a copy of such Confidential Information to the extent required for back-up, recovery, contingency planning, or business continuity purposes, provided that such Confidential Information will at all times remain Confidential Information of the disclosing Party and subject to the terms and conditions of the Task Order and these Terms. To the extent not otherwise permanently deleted or overwritten in the ordinary course of business, the receiving Party will not access such Confidential Information except to the extent required for backup, recovery, contingency planning, or business continuity purposes and, if restored or otherwise made accessible, the receiving Party will permanently delete such Confidential Information forthwith.
10. **Intellectual Property**. As between FlyGuys and Client, FlyGuys owns all right, title and interest, including without limitation all intellectual property rights, including patent, copyright, and trademark rights, in and to the Services. Client acknowledges such ownership and will not take any action to jeopardize, limit or interfere in any manner with FlyGuys’ rights with respect to the Services. Portions of the Services are protected by copyright and other intellectual property laws and by international treaties. Without limiting the generality of the foregoing, except as expressly provided in these Terms and/or a Task Order, Client may not (a) sell, resell, copy, distribute, rent, lease, lend, sublicense, transfer, assign or make the Services available to any third party or use the Services on a service bureau basis, except as approved by FlyGuys in writing, (b) modify, decompile, reverse engineer, or disassemble the Services or otherwise attempt to derive any of FlyGuys’ intellectual property rights in the Services, or (c) create derivative works based on the Services. As between Client and FlyGuys, any changes to, modifications to, or derivative works of the Services shall become the exclusive property of FlyGuys. Client may, but is not obligated to, provide or submit any suggestions, feedback, comments, ideas, or other information relating to the Services or modifications or enhancements thereto (the “Client Input”). Any Client Input is provided on a non-confidential basis regardless of any suggestion to the contrary in any Client communication, and Client hereby grants FlyGuys a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable, transferable right and license to exploit such Client Input (directly or through third parties) in any manner without compensation or liability to Client for any purpose whatsoever, including, but not limited to, developing, manufacturing, enhancing, improving, promoting, and marketing FlyGuys’ products and services.
11. **Non-Solicitation.** Client agrees that, during the period of performance of a Task Order and for a period of (2) two years after Termination, Client shall not actively pursue, hire, solicit or take away, any current employee, officer, director, pilot, or contractor of FlyGuys either on Client’s behalf or on behalf of any other individual or entity for employment.
12. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) it has the full corporate right, power and authority to enter into the Task Order and these Terms and to perform the acts required of it thereunder and hereunder; (b) the execution of Task Order by such Party, and the performance by such Party of its obligations and duties thereunder and hereunder, do not and will not violate any agreement to which such Party is bound, and (c) such Party will comply with all applicable laws, rules and regulations in performing its respective obligations and exercising its rights thereunder and hereunder. FlyGuys further represents and warrants that it will perform the Work in a competent and professional manner, and that it will deliver the Work in accordance with the delivery schedule, specifications and criteria set forth in the Task Order(s). Client and FlyGuys agree that the only remedy for breach of the foregoing warranty will be FlyGuys’ replacement, without charge, of any nonconforming data or deliverables.
13. **Disclaimer of Warranties.** Except as expressly stated in Section 13, FlyGuys (i) makes no representations or warranties, express or implied, with respect to the Work, services and deliverables, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, and (ii) except as may be additional set forth in a Task Order, all Work and deliverables are provided on an “AS-IS” basis.
14. **Indemnification.** Client and FlyGuys shall each defend, indemnify and hold the other harmless from any and all third party claims, demands, actions, and liability for bodily injury, death, property damage or other costs and expenses (including reasonable attorneys’ fees) to the extent arising out of (i) the intentional or negligent acts or omissions of the indemnifying Party, its employees, officers and directors, agents or representatives, or (ii) a breach of any provisions of the Task Order and/or these Terms, or (iii) any claim by third parties for infringement of any intellectual property rights. In the event claims, losses, damages or expenses are caused by the joint or concurrent acts or omissions of Client and FlyGuys, all lability with respect to same shall be borne by each Party in proportion to its negligence. If any of the Work becomes, or in FlyGuys’ reasonable opinion is likely to become, the subject of an infringement claim pursuant to these Terms, FlyGuys may, at its sole option and expense, either (x) procure for Client the right to continue using the applicable Work, (y) replace or modify the applicable Work so that it becomes non-infringing, or (z) solely if clauses (x) and (y) are not commercially viable, terminate the Task Order and these Terms. Notwithstanding the foregoing, FlyGuys will have no obligation with respect to any infringement claim based upon (i) any breach of the Task Order or these Terms, (ii) any use of the Work in combination with other products, equipment, or software not supplied by FlyGuys, (iii) any modification of the Work by any person other than FlyGuys or its authorized agents or subcontractors; and (iv) the continued allegedly infringing activity by Client after Client has been notified of the possible infringement and has been provided with updated, non-infringing Work.
15. **Limitation of Liability.** Except for the confidentiality and non-solicitation obligations set forth herein and any indemnity obligations related to third party infringement claims, in no event shall FlyGuys’ liability pursuant to the Task Order or these Terms hereunder exceed the greater of: (i) the amount received by FlyGuys to perform the Work which gave rise to the claim for damages; or (ii) the available and collectible proceeds from FlyGuys’ policies of insurance. In connection with a breach of its confidentiality obligations and/or indemnity obligations, FlyGuys’ aggregate liability shall be limited to $1,000,000 in all cases. Under no circumstances shall either Party be liable to the other Party, or any third party, for any indirect, incidental, consequential, special, punitive or exemplary damages (even if that Party has been advised of the possibility of such damages), arising from the Work or these Terms, such as, but not limited to, loss of revenue or anticipated profits or lost business, costs of delay, or liabilities to any third parties arising from any source.
16. **Term and Termination.** Unless extended or sooner terminated as provided below, the Task Order and these Terms shall remain in effect until completion of the Work set forth in the Task Order. Either Party may the Task Order and these Terms upon fourteen (14) days prior written notice to the other Party hereto in the event of the other Party’s breach of same and failure to cure within such notice period. The Task Order and these Terms may be terminated immediately upon written notice (i) if the other Party becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within ninety (90) days. Upon termination of a Task Order or these Terms, FlyGuys will invoice Client for all unbilled work and services performed in accordance with Task Order specifications prior to the effective date of termination. Client shall remain responsible for the payment of all compensation due FlyGuys and, subject to receiving payment, FlyGuys will deliver all data, records and information collected as of the effective date of termination to Client.
17. **General.**
	1. Independent Contractor Status. The Parties are separate and independent legal entities. FlyGuys is performing Services as an independent contractor and is solely responsible for the methods and means used in performing the Work. Nothing contained in the Task Order or these Terms shall be deemed to constitute FlyGuys as an agent, representative, partner, joint venturer, or employee of Client for any purpose. Neither Party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other.
	2. Force Majeure. Except for the payment of compensation when due, neither Party shall be held responsible for any failure or delay in performance caused by weather or other conditions adverse to aerial imagery/data acquisition, failures or delays in transmission or communications systems, war or military actions, aviation security or control restrictions, terrorism, civil unrest, strikes, accidents, shortages, sabotage, government action or inaction, technical and equipment failures, or any other reason beyond its reasonable control and not caused by negligence or an intentional act or omission. Performance hereunder shall be resumed with all dispatch as soon as the cause preventing performance has been removed. Should flight operations be terminated because of conditions beyond FlyGuys’ reasonable control which delay or preclude performance in accordance with Task Order specifications, Client shall pay FlyGuys for all Work performed and reimbursable costs incurred prior to the termination date in accordance with Task Order specifications and compensation provisions.
	3. Non-Disparagement. The Parties further agree that at no time (i.e., indefinitely) following the Effective Date hereof shall they (i) make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the other Party or any of its affiliates (collectively, the “Company Goodwill”) or (ii) commit any other action that could likely injure, hinder or interfere with the business, business relationships or Company Goodwill of the other Party or its affiliates. The Parties hereby represent and warrant that, prior to the date hereof, they have not committed any of the foregoing actions described in this Section.
	4. Notices. Any notice or other communication which is required to be in writing shall be deemed to have been given or served if it is in writing signed by an authorized representative and delivered by courier service or certified mail, with delivery confirmation. Notices may be delivered by facsimile or electronically and shall be deemed to have been transmitted if the recipient responds in writing to acknowledge receipt of the notice or, in the alternative, if such notice is immediately confirmed in writing sent by courier service or certified mail, with delivery confirmation. The notices shall be given to the individuals signing the Task Order at the addresses set forth in such Task Order, or to such other individuals or address as each Party shall have furnished to the other in writing. Email notices to FlyGuys shall be sent to legal@flyguys.com.
	5. No Assignment; Subcontracting. The Task Order and obligations or rights under these Terms may not be assigned (or subcontracted) by either Party hereto in whole or in part, or by operation of law, without the other Party’s prior written consent, provided that either Party may assign a Task Order and these Terms to any third party that is a party to any change of control transaction involving such Party, such as a merger or sale of all or substantially all of such Party’s assets. Notwithstanding the foregoing, FlyGuys shall have the right, without further Client approval, to subcontract all or a portion of the Work to a third party (e.g., independent pilots), provided that FlyGuys shall remain liable for the actions of any such subcontractors as if such actions were its own to the extent such actions would constitute a breach of the Task Order or these Terms.
	6. Successors and Assigns. The Task Order and these Terms shall be binding upon Client, FlyGuys, and their respective successors and assigns. The Task Order and these Terms shall inure to the benefits of Client and FlyGuys and their respective successors and assigns.
	7. Equitable Relief. The Parties acknowledge and agree that any breach or threatened breach of the terms and conditions set forth in Section 10 (Confidentiality), may result in injury of a nature and severity which may not be adequately compensated by money damages and, in the event of such breach or threatened breach, the non-breaching Party shall be entitled to seek specific performance, injunctive or other equitable relief without the need to prove damages or post bond. Such equitable relief shall be in addition to, and not in lieu of, any other available remedies, including money damages.
	8. Resolving Disputes. It is the firm and express intention of the Parties to resolve any controversy or claim arising out of or related to the Task Order and/or these Terms or the breach thereof or hereof (a “Dispute”) without resorting to litigation. It is therefore agreed that any Party may commence the following dispute resolution process by the delivery of written notice (a “Dispute Notice”) to the other Party that there exists a Dispute requiring resolution. The Dispute Notice shall specify the cause of the Dispute and the action that the delivering Party deems necessary to resolve the Dispute.

(a) Good Faith Negotiations. Upon delivery and receipt of the Dispute Notice, the Parties shall attempt in good faith for a period of fifteen (15) days to resolve the Dispute with a negotiated settlement of all issues raised in the Dispute Notice.

(b) Non-Binding Mediation. If the Dispute is not resolved within the fifteen (15)-day negotiation period described above, then the Dispute shall be submitted to non-binding mediation, which mediation shall be conducted in the metropolitan area of Lafayette, Louisiana (or in such other location within the State of Louisiana mutually agreed to by the Parties). The mediation shall be conducted and completed within ten (10) business days after referral of the Dispute to the mediator selected by mutual agreement of the Parties, or if such mediator’s schedule does not allow, as soon as the mediator’s schedule allows. The expenses of the mediation shall be borne fifty percent (50%) by Client and fifty percent (50%) by Consultant.

(c) Binding Arbitration. If the Dispute is not resolved through either negotiations or non-binding mediation as described above, then the Dispute shall be settled, except as may otherwise be provided herein, by binding arbitration in the metropolitan area of Lafayette, Louisiana (or in such other location within the State of Louisiana mutually agreed to by the Parties) and in accordance with the rules and procedures of the American Arbitration Association and the arbitration award may be entered as a final and binding judgment in any court having jurisdiction thereon. Any dispute as to whether a controversy or claim is subject to arbitration shall be submitted as part of the arbitration proceeding. Legal costs, attorneys’ fees, arbitration fees, and the fees of expert witnesses may be assessed against any person found to have acted in bad faith. If the Parties are unable to agree upon a single arbitrator within ten (10) days of the end of the non-binding mediation period described above, then a panel of three arbitrators shall conduct all arbitration proceedings. Each Party shall have the right to select one arbitrator, and the two arbitrators so chosen shall select the third. In the absence of a finding of bad faith and an award of costs and fees as provided above, each Party shall bear their own costs and expenses and the costs of the arbitration, including the arbitrators’ fees, shall be borne fifty percent (50%) by Client and fifty percent (50%) by Consultant.

* 1. Governing Law. The Task Order and these Terms shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to conflict of law principles. Subject at all times to Section 18.h. above, any judicial proceedings pertaining to the Task Order and these Terms shall be brought solely in the federal or state courts located in Baton Rouge, Louisiana (or other location within the State of Louisiana as mutually agreed to by the Parties), and both Parties expressly consent to the venue and jurisdiction of such courts.
	2. Survival of Terms. Upon the completion of the Work, expiration or termination of the Task Order and these Terms for any reason by either Party prior to completion, Client and FlyGuys shall have no further rights or obligations under the terms of the Task Order and these Terms except as set forth in the following Sections which shall survive and continue in full force and effect: Section 7 (Compensation and Payment); Section 8 (Insurance Coverage) (as to the tail coverage period only); Section 9 (Re-Use of Documents & Deliverables); Section 10 (Confidentiality), Section 11 (Intellectual Property), Section 12 (Non-Solicitation); Section 14 (Disclaimer of Warranties); Section 15 (Indemnification); Section 16 (Limitation of Liability); Section 17 (Term and Termination); and Section 18 (General).
	3. Waiver. The failure of either Party to exercise the rights granted to it upon the occurrence of any default or breach shall not constitute a waiver of any such right upon a reoccurrence of the same or a similar breach or default or the occurrence of any other default or breach.
	4. Severability. If the application of any provision of the Task Order and/or these Terms to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity of other provisions of the Task Order and these Terms will not in any way be affected thereby, and (b) such provision will be enforced to the maximum extent possible so as to affect the intent of the Parties and reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
	5. Counterparts. The Task Order may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
	6. Entire Agreement. The Task Order and these Terms and any Non-Disclosure Agreement which may have been executed prior to the Effective Date of the Task Order, which is incorporated and made a part of the Task Order by reference, contains the entire understanding and agreement of the Parties with respect to the subject matter contained herein, supersedes all prior oral or written understandings and agreements, and may not be changed, modified or waived, in whole or in part, except in writing signed by duly authorized representatives of the Parties.

**[End of Master Services Terms]**