AIRWORKS SOLUTIONS, INC.

SOFTWARE AND SERVICES AGREEMENT

THIS SOFTWARE AS A SERVICE (**"SAAS"**) AGREEMENT GOVERNS SUBSCRIBER'S ACQUISITION AND USE OF AIRWORKS SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF SUBSCRIBER REGISTERS FOR A FREE TRIAL OF AIRWORKS SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. AirWorks' direct competitors are prohibited from accessing the Services, except with AirWorks' prior written consent.

This Agreement was last updated on March 12, 2026. It is effective between Subscriber and AirWorks as of the date of Subscriber's accepting this Agreement (**"Effective Date"**).

1. BACKGROUND. AirWorks has developed certain software which it provides as part of its Services (defined below). Subscriber wishes to utilize the Services, and AirWorks desires to make the Services available to Subscriber, subject to the following terms and conditions. If you have any questions, comments, or concerns regarding these terms or the Services, please contact us through info@airworks.io.

2. DEFINITIONS. Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

2.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Subscriber or any Authorized Users to access the Services.

2.2 "Agreement" means this Software as Service Agreement together with all Order Forms.

2.3 "AirWorks" means AirWorks Solutions, Inc., a Delaware corporation with offices located at 226 Causeway St #102, Boston, MA 02114

2.4 **"Affiliate"** means any individual, corporation, partnership, limited liability company, or other entity that directly or indirectly, controls, or is controlled by, or is under common control with, a party. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of any such entity or organization, whether through the ownership of securities, by contract, or otherwise.

2.5 **"Application"** means the software described in an Order Form, hosted on AirWorks' servers or those of its hosting services providers, and accessed and used by Subscriber via the worldwide web, including all changes, corrections, bug fixes, enhancements, updates and other modifications to such software, whether made by or on behalf of AirWorks, Subscriber, or any third party.

2.6 **"Authorized User"** means any individual who is an employee of Subscriber, or such other person or entity as may be authorized by an Order Form to access the Services pursuant to Subscriber's rights under this Agreement. means (i) Subscriber (**"User"**) (if Subscriber is an individual) and (ii) identified individuals (such as Subscriber's individual employees, consultants and contractors and other individuals) accessing and using a Service for Subscriber's benefit. If a Service allows Subscriber to designate Authorized Users for such Service, Subscriber will be responsible for providing notice to, and obtaining agreement from, any such Authorized Users regarding the application of these Terms to their access to and use of such Service prior to their access and use.

2.7 **"Credits"** means a specific amount of future rights obtained by Subscriber which can be utilized during the Term through the Application or other means to obtain certain Services or Work Products.

2.8 **"Documentation"** means the technical materials and documentation provided by AirWorks to Subscriber in hard copy or electronic form describing the use and operation of the Application.

2.9 **"Error"** means a reproducible failure of the Software to substantially conform to the Documentation.

2.10 **"Error Corrections"** means bug fixes or workarounds intended to correct Errors in the Software.

2.11 **"Intellectual Property Rights"** means any and all intellectual property, industrial property, and other proprietary rights throughout the world, including all rights in, to, or arising out of patents, patent applications, inventions (whether patentable or not), invention disclosures, trade secrets, know-how, proprietary information, works of authorship, copyrights, mask works, moral rights, trademarks, service marks, software, data, technology, layout designs, and design rights, and all registrations, applications, renewals, extensions, or reissues of any of the foregoing.

2.12 **"Limited Data"** means certain geospatial data such as imagery or other attributes provided by AirWorks and its suppliers through the Application or other means by AirWorks or its suppliers. Limited Data also includes data provided through 3rd Party Applications that are offered as part of AirWorks' Services, including data provided through such 3rd Party Application through the use of Subscriber Data. Limited Data is subject to specific access and usage restrictions. No license or rights of any kind are provided to Subscriber besides the rights explicitly granted through Exhibit B.

2.13 **"Purchase Order"** means any Work Product requested by Subscriber as part of its usage of the Application or by a digital purchase order issued by Subscriber. The Work Product requested through the Application by Subscriber is equivalent to a digital purchase order issued by the Subscriber.

2.14 **"Order Form"** means a document signed by both parties identifying the Services to be made available by AirWorks pursuant to this Agreement.

2.15 **"Services"** means the Application, Documentation, and any related services agreed by the parties in an Order Form, which may be further described and are governed by the terms and conditions set out in Appendix A hereto.

2.16 "Subscriber" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of the company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates or that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

2.17 "Subscriber Data" means any (a) data provided or transmitted by Subscriber to the Application or to AirWorks through other means.

2.18 "Work Product" means the Subscriber-specific output or analytics resulting from Subscriber's use of Application or any other deliverables specified in a Purchase Order. Limited Data that may be provided to Subscriber as part of the Services, is not considered a Work Product or Subscriber Data.

3. PRIVACY POLICY AND OTHER TERMS AND CONDITIONS

AirWorks takes the privacy of its Subscribers very seriously and aims to be transparent at all times what AirWorks will do with Subscribers' personal information. For the current AirWorks Privacy Policy is available on https://airworks.io/legal-privacy/. This document sets forth how AirWorks may collect, use, store and process personal information of or relating to Subscriber, and how Subscriber may request deletion of personal information. By accepting this Agreement, Subscriber acknowledges that to have read, understand and accepted the Privacy Statement. Separate from its Services, AirWorks may provide information on its general websites. Subscriber agrees to use such AirWorks websites in accordance with our https://airworks.io/legal-tos/.

4. PROVISION OF SERVICES

4.1 Access. Subject to Subscriber's payment of the fees set forth in the applicable Order Form(s), AirWorks will provide the Services via an online user interface specified in such Order Form(s). On or as soon as reasonably practicable after the Effective Date, AirWorks shall provide to Subscriber the necessary Access Protocols to allow Subscriber and its Authorized Users to access the Application. Subscriber may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. AirWorks may suspend or stop providing our Services to Subscriber if Subscriber does not comply with our terms or policies or if we are investigating suspected misconduct. In addition, AirWorks has developed a Fair Use Policy for our Services that includes user access, data processing, storage, sharing and API traffic. To determine the scope of Fair Use we take into account Subscriber's license against the typical usage across all AirWorks accounts. When AirWorks detects out of the ordinary levels of usage in Subscriber's AirWorks account, AirWorks will contact Subscriber to discuss the situation and potential alternatives. If the situation doesn't change, AirWorks reserve the right to limit Subscriber's account or terminate Subscriber's license and access to the system. Using AirWorks' Services does not give Subscriber's ownership of any intellectual property rights in our Services, or the content Subscriber accesses other than as expressly set out in these Terms. Other than Subscriber Data, Subscriber may not use content from our Services unless Subscriber obtain permission from its owner or are otherwise permitted by law. These terms do not grant Subscriber the right to use any branding or logos used in our Services. Subscriber shall not remove, obscure, or alter any legal notices displayed in or along with our Services.

4.2 Responsibilities of AirWorks. AirWorks shall, at its own expense, provide for the hosting of the Application on servers operated and maintained by or at the direction of AirWorks, provided that nothing herein shall be construed to require AirWorks to provide for, or bear any responsibility with respect to any telecommunications, computer hardware, software, and Internet connectivity required by Subscriber or any Authorized User to provide access from the Internet to the Application. AirWorks shall configure the Subscriber Data for operation with the Application and manage such Subscriber Data. Subject to Subscriber's payment of the fees set forth in the applicable Order Form, AirWorks shall provide new releases and updates to the Application that it generally provides to its other customers, provided that AirWorks shall not be obligated to provide to Subscriber any new release or update to the Application, or any module thereof, for which AirWorks generally charges a separate fee, unless otherwise agreed to by the parties in the applicable Order Form. Subject to the terms of this Agreement, AirWorks shall provide Subscriber with the technical support services set forth in the applicable Order Form(s). Subject to the terms of this Agreement, AirWorks shall provide Subscriber the Services in accordance with the service level terms set forth in the applicable Order Form(s).

4.3 Responsibilities of Subscriber. Subscriber shall cooperate with AirWorks in setting up and configuring the Application, including by providing AirWorks with applicable configuration data to be used by the Application. Subscriber shall be responsible for obtaining and maintaining, at Subscriber's expense, all of the necessary telecommunications, computer hardware, software, and Internet connectivity required by Subscriber or any Authorized User to access the Application from the Internet. Subscriber shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify AirWorks promptly of any such unauthorized use known to Subscriber. Furthermore, Subscriber represents and warrents that:

a) Subscriber has not previously been suspended or removed from the Services.
b) Subscribers' registration and use of the Services is in compliance with all applicable laws and regulations including re-export and control laws and regulations.
c) Subscriber may not use the Services in any manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable.
d) Subscriber will not mis-use AirWorks' Services for purposes other than they have been designed for including accessing the Services using a method other than the interface and the instructions that we provide.
e) Subscriber may not interfere with or damage the Services, including, without limitation, through the use of viruses, bots, harmful code, denial-of-service attacks, backdoors, packet or IP address spoofing, forged routing, or any similar methods or technology.
f) except as authorized through the Services, Subscriber may not copy, rip, or capture any content encountered on the Services. This includes bulk copying or "scraping" any portion of the website content using a bot or other tool.
g) Subscriber will not share Subscribers' user account with any other individual as described in the section "AirWorks Account".
h) Subscriber may only use the Services for personal use, or for internal business use within your company or other entity unless otherwise specified in your subscription agreement or the rules around your license and subscription defined as per Section 4 of Exhibit A.
i) Subscriber may not use the Services to upload, transmit, or promote any material that constitutes junk mail, spam, or commercial offers.
j) Subscriber may not use the Services to upload, transmit, or promote any material that infringes or violates the intellectual property rights or any other rights of anyone else (including AirWorks).
k) Subscriber may not decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services.

5. INTELLECTUAL PROPERTY

5.1 License Grant to Subscriber. Subject to the terms and conditions of this Agreement, AirWorks grants to Subscriber and its Affiliates a limited, non-exclusive, non-transferable (except as set forth in Section 13.6), worldwide license during the term of this Agreement, without the right to sublicense, unless otherwise stated solely for Subscriber's internal business purposes and in accordance with the limitations set forth in the applicable Order Form(s), (a) to access, use, perform, and digitally display the Application as required for use of the Services and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Subscriber's use of the Application.

5.2 Limitations. Subscriber agrees that it will not, and will not permit any Authorized User or other party to: (a) permit any party to access the Application or Documentation or use the Services, other than the Authorized Users authorized under this Agreement; (b) modify, adapt, alter, translate, or create derivative works of the Application or Documentation, except as expressly allowed herein; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Application or Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Application; (e) use or copy the Application or Documentation, except as expressly allowed herein. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Subscriber regarding the Services, or any part thereof, including any right to obtain possession

of any source code, data or other technical material relating to the Application. AirWorks shall have the right to review and monitor all use of the Services to ensure compliance with the terms and conditions of this Agreement.

5.3 Ownership. The Services (including the Application and Documentation), and all modifications and derivative works thereof, including all worldwide Intellectual Property Rights in any of the foregoing, are the exclusive property of AirWorks and its suppliers. All improvements of the Services (including the Application and Documentation, as well as AirWorks analytical models) including all worldwide Intellectual Property Rights in any of the foregoing, are the exclusive property of AirWorks. All rights in and to the Services (including the Application and Documentation) not expressly granted to Subscriber in this Agreement are reserved by AirWorks and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Subscriber regarding the Services (including the Application and Documentation), or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Application.

5.4 Feedback. AirWorks welcomes and encourages Subscribers to provide feedback, comments, and suggestions for improvements to the Services ("Feedback"). Subscriber agrees that AirWorks has the right, but not the obligation, to use such Feedback without any obligation to provide you credit, royalty payment, or ownership interest in the changes to the Services. AirWorks will own, and Subscriber hereby assigns to AirWorks, all right, title, and interest, including all intellectual property rights, in and to such Feedback.

5.5 Open Source Software. Certain items of software may be provided to Subscriber with the Application and are subject to "open source" or "free software" licenses (**"Open Source Software"**). Such Open Source Software may be owned by third parties. The Open Source Software is not subject to the terms and conditions of Section 5.1 or Section 11.1. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Subscriber's rights under, or grants Subscriber rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software.

6. FEES AND EXPENSES; PAYMENTS

6.1 Fees. In consideration for the Services, Subscriber will pay to AirWorks the fees set forth in the applicable Order Form(s). AirWorks may increase the fees for any renewal term by providing Subscriber written notice of such fee increase at least [sixty (60) days] prior to the end of the then-current term. All fees for Services shall be invoiced by AirWorks in USD and are due and payable as set forth in the applicable Order Form. AirWorks shall be entitled to withhold performance and discontinue the Services until all amounts due are paid in full. Except as set forth in an Order Form, all undisputed amounts payable to AirWorks under this Agreement shall be due within thirty (30) after the applicable invoice date. Any undisputed amounts not paid when due shall bear interest at the rate of one percent (1%) per month, or the maximum rate allowed under applicable law, whichever is less.

6.2 Taxes. The fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Subscriber will be responsible for payment of all such taxes (other than taxes based on AirWorks' income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the delivery of the Services, or the license of the Application to Subscriber. Subscriber will make all payments of fees to AirWorks without reduction for any withholding taxes; any such taxes imposed on payments of fees to AirWorks will be Subscriber's sole responsibility. Upon AirWorks' reasonable written request, Subscriber will provide AirWorks with official receipts issued by the appropriate taxing authority, or such other evidence as AirWorks may reasonably request, to establish that any and all applicable taxes have been paid. If AirWorks determines it has a legal obligation to collect any taxes from Subscriber in connection with this Agreement, AirWorks will collect such taxes from Subscriber and Subscriber agrees to pay such taxes to AirWorks for its remission to the appropriate taxing authorities. Subscriber shall indemnify, defend, and hold AirWorks harmless in connection with any proceedings brought by any taxing authorities in connection with this Agreement.

6.3 Expenses. If pre-approved by Subscriber, Subscriber shall reimburse AirWorks for reasonable out-of-pocket expenses (including travel and living) incurred in performing its obligations for specific Services under such Order Form. All costs and expenses incurred by Subscriber in connection with this Agreement are the sole responsibility of Subscriber.

6.4 Electronic Invoicing. Subscriber shall provide to AirWorks at least the following information in writing to facilitate electronic invoicing: Subscriber's full registered company/legal entity name, registered office address, goods and services tax identification number, address and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error/delay in issuance of the electronic invoice due to: (a) the provision by Subscriber of incorrect or insufficient invoicing information preventing AirWorks from successfully submitting the electronic invoice; or (b) the Subscriber, and/or any other government authority (or their designated agent/agency) not being able to duly and effectively process such invoice; or (c) any event which requires AirWorks to issue an invoice again; shall not result in an extension of the payment term set out in the "Invoicing and Payment" section above, and such term shall still be calculated from the date of the original invoice. AirWorks reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

7. DATA AND RESPONSIBILITIES

7.1 Ownership. The Subscriber Data and Work Product (excluding any Limited Data) provided and/or hosted by AirWorks as part of the Services, and all worldwide Intellectual Property Rights therein, is, as between AirWorks and Subscriber, the exclusive property of Subscriber.

7.2 License. Subscriber grants AirWorks a non-exclusive, worldwide, royalty-free, irrevocable, perpetual and fully paid license (a) to use the Subscriber Data and Work Product as necessary for purposes of providing the Services and enabling the operation of the Application and (b) to use the Subscriber trademarks, service marks, and logos provided by Subscriber to AirWorks for AirWorks to provide the Services to Subscriber. Notwithstanding anything to the contrary in this Agreement, Subscriber acknowledges and agrees that AirWorks shall have the right, during and after the Term, to collect, analyze, use, and disclose Usage Data, Subscriber Data, and the Work Product for the purposes of contributing to analytical models used by AirWorks, improving the Application, performing services related to the Application, and for other development, diagnostic, and corrective purposes in connection with the Application and any other AirWorks offerings. The term "**Usage Data**" means Subscriber Data that does not contain or include any references to Subscriber or any personally identifiable information.

7.3 Limited Data. For data classified as Limited Data, AirWorks grants Subscribers a non-exclusive limited license to view and consume certain Limited Data with certain restrictions. Limited Data is subject to the restrictions set forward in Exhibit B for such Data. Unless otherwise specified, Limited Data is not part of the Work Product, and AirWorks and its suppliers retain all ownership in regards to all Limited Data.

7.4 Subscriber Warranty. Subscriber represents and warrants that any Subscriber Data hosted by AirWorks as part of the Services shall not (a) infringe or misappropriate any Intellectual Property Rights of any person; (b) be deceptive, defamatory, obscene, or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage AirWorks' systems or data; or (d) otherwise violate the rights of any person. Subscriber acknowledges that online services may suffer occasional disruptions and Subscriber may not be able to retrieve Subscriber Data as a result. AirWorks recommends that Subscriber backup Subscriber Data regularly. Subscriber is at all times responsible for storing and maintaining any such backup copies of Subscriber Data at Subscriber's sole cost and expense. Subscriber agrees that any use of the Services contrary to or in violation of the representations and warranties of Subscriber in this section constitutes unauthorized and improper use of the Services.

7.5 Subscriber Responsibilities for Data and Security. Subscriber and its Authorized Users shall have access to the Subscriber Data and shall be responsible for all changes to and/or deletions of Subscriber Data and the security of all passwords and other Access Protocols required in order the access the Application. Subscriber shall have the ability to export Subscriber Data out of the Application and is encouraged to make its own back-ups of the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data.

7.6 AirWorks Responsibilities for Data and Security. AirWorks shall (a) maintain and enforce an information security program including safety, physical and technical security policies and procedures with respect to its processing of Subscriber Data that meets or exceeds industry practices and standards applicable to the protection of data similar to Subscriber Data, (b) provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, or processing of Subscriber Data consistent with industry practice and standards, and designed to ensure a level of security appropriate to the risks presented by the processing of data similar to Subscriber Data, (c) periodically test its systems for potential areas where security could be breached and monitor for suspected breaches, (d) promptly report to Subscriber any breach of security or unauthorized access to Subscriber Data that AirWorks detects or becomes aware of, and (e) use diligent efforts to remedy any breach of security or unauthorized access to Subscriber Data in a timely manner.

8. WARRANTIES AND DISCLAIMERS

8.1 Limited Warranty. AirWorks warrants to Subscriber that the Application will operate free from material Errors during the term of the Agreement. The foregoing warranty shall not apply to performance issues of the Application (a) caused by factors outside of AirWorks' reasonable control; (b) that result from any actions or inactions of Subscriber or any third parties; or (c) that result from Subscriber's data structures, operating environment, or equipment. Provided that Subscriber notifies AirWorks in writing of any breach of the foregoing warranty during the term of this Agreement, AirWorks shall, as Subscriber's sole and exclusive remedy for any Errors with the operation of the Application, (i) provide the technical support services set forth in the applicable Order Form(s) to correct such Error(s), or (ii) if AirWorks is unable to correct such Error(s) within a commercially reasonable amount of time, terminate this Agreement and refund to Subscriber the pro-rated portion of any prepaid fees attributable to any unused Services and this Agreement shall thereafter terminate.

8.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 8.1 IS MADE FOR THE BENEFIT OF SUBSCRIBER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING THE APPLICATION AND DOCUMENTATION) ARE PROVIDED "AS IS," AND AIRWORKS MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE APPLICATION, DOCUMENTATION, OR SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO SUBSCRIBER BY AIRWORKS. AIRWORKS DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE APPLICATION SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

9. LIMITATION OF LIABILITY

9.1 Types of Damages. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, MISUSE, OR INABILITY TO USE THE APPLICATION, DOCUMENTATION, SERVICES OR OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

9.2 Amount of Damages. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY SUBSCRIBER TO AIRWORKS DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

9.3 Exclusions. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR ITS INDEMNIFICATION LIABILITY ARISING UNDER SECTION 11, FOR ITS BREACH OF SECTION 10, FOR ITS BREACH OF SECTION 5.2, OR FOR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, DEATH, OR PERSONAL INJURY.

9.4 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 9 shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the fees 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. CONFIDENTIALITY

10.1 Confidential Information. During the term of this Agreement, each party (the **"Disclosing Party"**) may provide the other party (the "**Receiving Party**") with certain information regarding the Disclosing Party's business, technology, products, or services or other confidential or proprietary information (collectively, **"Confidential Information"**). For the avoidance of doubt, the Application, Documentation, and all enhancements and improvements thereto, will be considered Confidential Information of AirWorks, and the Subscriber Data will be considered Confidential Information of Subscriber.

10.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to its employees and contractors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party written notice certifying compliance with this sentence.

10.3 Exceptions. The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) the Receiving Party can prove, by clear and convincing evidence, was already known to the Receiving Party without restriction at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11. INDEMNIFICATION

11.1 By AirWorks. AirWorks will defend at its expense any suit brought against Subscriber, and will pay any settlement AirWorks makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Application infringes or misappropriates any Intellectual Property Rights of any third party. If any portion of the Application becomes, or in AirWorks' opinion is likely to become, the subject of a claim of infringement, AirWorks may, at AirWorks' option: (a) procure for Subscriber the right to continue using the Application; (b) replace the Application with non-infringing software which does not materially impair the functionality of the Application; (c) modify the Application so that it becomes non-infringing; or (d) terminate this Agreement and refund to Subscriber the pro-rated portion of any prepaid fees attributable to any unused Services, and upon such termination, Subscriber will immediately cease all use of the Services. Notwithstanding the foregoing, AirWorks shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (x) any use of the Services in combination with other products, equipment, software or data not supplied or recommended by AirWorks; (y) any modification of the Application by any person other than AirWorks or its authorized agents; or (z) modification of the Application based upon specifications furnished by Subscriber. This Section 11.1 states the sole and exclusive remedy of Subscriber and the entire liability of AirWorks, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for third party claims and actions described in this Section 11.1.

11.2 By Subscriber. Subscriber will defend at its expense any suit brought against AirWorks, and will pay any settlement Subscriber makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party arising out of or relating to Subscriber's breach or alleged breach of Section 7.4.

11.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

12. TERM AND TERMINATION

12.1 Term. This Agreement commences on the Effective Date and remains in effect for a period of [three (3)] years unless earlier terminated as set forth below. This Agreement shall be automatically renewed for consecutive [one (1) year] terms unless either party provides written notice to the other of its intention not to renew at least [thirty (30) days] prior to the expiration of the then-current term.

12.2 Termination. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

12.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate (except that all payment obligations accrued prior to termination or expiration shall survive); and (b) within ten (10) days after the effective date of termination, each party shall comply with the obligations to return all Confidential Information of the other party, as set forth in Section 10.2. The following sections will survive expiration or termination of this Agreement for any reason: 2; 5.2; 5.3; 6; 7.1; 8.2; 9; 10; 12.3; and 13.

13. MISCELLANEOUS

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Subscriber hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in Boston, Massachusetts for any lawsuit arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Export. Subscriber agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from AirWorks, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.5 Remedies. Subscriber acknowledges that the Services contain valuable trade secrets and proprietary information of AirWorks, that any actual or threatened breach of Section 5 or Section 10 or any other breach by Subscriber of its obligations with respect to Intellectual Property Rights of AirWorks will constitute immediate, irreparable harm to AirWorks for which monetary damages would be an inadequate remedy. In such case, AirWorks will be entitled to seek immediate injunctive relief without the requirement of posting bond.

13.6 No Assignment. Subscriber shall not assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of AirWorks, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that Subscriber may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets without the consent of AirWorks. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns.

13.7 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will 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 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.

13.8 Independent Contractors. Subscriber's relationship to AirWorks is that of an independent contractor, and neither party is an agent or partner of the other. Neither party will have, and will not represent to any third party that it has, any authority to act on behalf of the other.

13.9 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the first page of the Agreement by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

13.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

13.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Subscriber and the AirWorks.

EXHIBIT A

DESCRIPTION OF PRODUCTS AND SERVICES

This Exhibit describes AirWorks' Services and certain technical features as well as rules and restrictions on the usage of AirWorks Services. This Exhibit adopts and incorporates by reference the terms and conditions of the Software as a Service Agreement between AirWorks Solutions, Inc. and applies to all Order Forms and Purchase Orders signed and executed by Subscriber (jointly referred to as "Order") unless such Order Forms explicitly deviate from the descriptions herein. Transactions performed under any such Order will be conducted with and be subject to the terms and conditions of this Exhibit and the Software And Services Agreement between the parties hereto.

1. DESCRIPTION OF SERVICES

AirWorks Services are generally provided through the Application which is further described in Section 5. In order to utilize AirWorks' Services, Subscribers require a subscription to an AirWorks Product. Work Products can be ordered within these Products through the use of Credits. Credits can be purchased through the subscription to a Credit Package, or through some pay as you go (PAYG) options.

Category	**Product**	**Features**	**Product Requirements**	**Payment Terms**
AirWorks Products	AirWorks Automate	AEC bundles Telecom bundles A la carte Data Marketplace	Credit Package	Subject to % of Credit Package
Credit Package	NA		AirWorks Product	Subject to each Order

AirWorks reserves the right to change the scope of licenses at its own discretion, which will impact only future purchases. The use of the Services must comply with the Terms defined in this Agreement, including this Exhibit and any Order Forms. In cases where Subscriptions are made through Subscriber's account, the ordering page will list out the fees, benefits and rules around a specific subscription and license. AirWorks will provide Subscriber with an email containing a summary of subscription information following Subscriber's purchase which serves as an Order Form.

When a Subscriber first signs up for an account through a web portal, the Subscriber is subscribing to a license for AirWorks Automate PAYG.

2. TYPE OF SUBSCRIPTIONS:

The access to Subscriber's account comes with different types of subscriptions that define the benefits and Services that Subscriber will be eligible for through Subscriber's AirWorks account. AirWorks reserves the right to change the scope of licenses at its own discretion, which will impact only future purchases. The use of the Services must comply with the Terms defined in this Agreement, including this Exhibit and any Order Forms. Subscriber will generally purchase a Subscription or License through Subscriber's account and the ordering page will list out the fees, benefits and rules around a specific subscription and license. AirWorks will provide Subscriber an email containing a summary of subscription information following Subscriber's purchase which serves as an Order Form.

2.1 Free Subscriptions:

AirWorks may make available or deliver Services (or features of a Service) labeled or offered as free of charge. The free subscription provides Subscriber with the benefit of using certain Services from AirWorks free of charge ("Free Services"). This is a limited license and comes with limited technical support. Notwithstanding anything contained in these Terms or otherwise, (a) AirWorks makes no commitments with respect to Free Services regarding any features, functions, service levels or data and provides no warranties of any kind with respect to Free Services, (b) AirWorks may choose not to generally release any Free Services or convert any Free Services into a product offering, and (c) Free Services may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. Subscriptions to Free Services do not include Subscription Benefits, and AirWorks reserves the right, without any further notice, to end any Free Services at any time. Accounts under a Free subscriptions may be deleted after a certain period of inactivity without any warning. You get access to the Free Services at your own risk, and the provision of such services is subject to the Terms here-in in particular the limitations of warranty and liability stated in Section 11.

2.2 POC Subscriptions

AirWorks may make available or deliver Services (or features of a Service) labelled or offered as "not for resale", "evaluation", "trial", "pre-release", "beta", "proof-of-concept", "one-time", "single project" or another similar designation (collectively, "**POC Subscription**"). The POC Subscription provides Subscriber with the benefit of using certain Services from AirWorks for a limited period of time. Except as expressly set forth in the online or other Documentation for the POC Subscription, the subscription period for the POC Subscription will be limited to 3 months. Unless another subscription is agreed upon within that time, POC subscriptions convert into Pay As You Go Subscriptions latest after the end of the 3 month period. If the POC Subscription is provided free of charge, (i) Subscriber's use will be limited to non-commercial evaluation purposes with no rights to make available or distribute the Trial Subscription to any third party, and (ii) the use will be only by you as an individual or, if you are a company or other legal entity, by one named employee. The commercial use of the Services or the results derived using any free Services under a POC Subscription is not permitted. Notwithstanding anything contained in these Terms or otherwise, (a) AirWorks makes no commitments with respect to POC Subscriptions provided free of charge regarding any free of charge features, functions, service levels or data and provides no warranties of any kind with respect to POC Subscriptions, (b) AirWorks may choose not to generally release any POC Subscription or convert any POC Subscription into a product offering, and (c) POC Subscriptions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. AirWorks reserves the right, without any further notice, to end any POC Subscription provided free of charge at any time.

2.3 Paid Subscriptions

Paid Subscriptions allow Subscriber to use AirWorks Services as determined in the capacity and volume of the Order Form and includes certain licenses described in Section 3. The type of subscription that can be purchased by Subscribers, (collectively, "Paid Subscription") are further described in this Section, and products and licenses are described in Section 3 of this Exhibit A of the Agreement. Subscriber's subscriptions may include software or services or a combination of both software and services. Subscriber's subscriptions may also include additional Benefits and may include for example:

- Technical support
- Access to forums, learning events, newsletters, webinars, galleries, and other educational resources
- Access to trial versions and APIs
- Rights to Updates, Upgrades and other additional software
- Rights to Web Services

The terms of the subscriptions will be governed by this Exhibit and the respective Order Form.

3. PRODUCTS

3.1 AirWorks Automate

The AirWorks Automate license allows a Subscriber to derive Work Products through the AirWorks Application by placing Purchase Orders. The Work Products available will be listed on the AirWorks application, including their prices in credits, any input data requirements, any quality expectations as well as the delivery timeframe. AirWorks Automate also includes access to the AirWorks Data Marketplace which can provide access to Limited Data. Subscribers can place Purchase Orders through the use of Credits. A subscription to a Credit Package is required.

The Automate License provides the Subscriber with access rights, and rights to use the AirWorks Application including the following features:

- Ability to login, and view all projects in project and map overview
- Unlimited user accounts per form
- Ability to grant basic access permissions for users
- Ability to upload data, view, and process data levering available Credits
- AirWorks will store all User Data as long as AirWorks Automate is active including a Credit Package. If not renewed, AirWorks may delete User Data if license is not renewed after 90 days.
- Ability to view finalized drawings and analytics and download Work Product
- Ability to manage billing, license duration, credit package and other settings through Application

AirWorks web application has been developed to convert geospatial data in the form of 1) an orthomosaic in .tif format and 2) a point cloud (.las format) captured by an unmapped aerial aircraft and created by any of the available image stitching platforms or AirWorks services, into an engineering drawings, mapping files and other analytics in various formats. Through the features of the web application, the Subscriber can upload geospatial data or access data through AirWorks' Data Marketplace or other Limited Data, and AirWorks will process and analyze the data with AirWorks' proprietary software algorithms through cloud service applications. Following this processing, AirWorks will quality check, correct and validate all datasets before delivery to the Subscriber. Once the processing is finished, the Subscriber will be notified, at which point the Subscriber can display the results on AirWorks web application, access the different layers of features that AirWorks has generated, and download all Work Products directly.

Processing Packages come with Credits that are used to process a certain amount of data through the AirWorks web application. Credits can be consumed on a Purchase Order for Work Products, as well as for the access to Limited Data. The Work Products, Limited Data as well as their cost per credit will be described in the Application, or any existing Order Form directly.

Quality control/ error correction services are included in the subscription price. This includes the application of Subscriber's layering standards and templates, and fast turn-around time of Subscriber's drawings assisted by the AirWorks automation. All projects are quality checked by AirWorks, so they meet client expectations. Additional layers can be added on request.

Every license comes with subscription fees, that cover access to the AirWorks web application, any fees related to hosting and data storage as well as fees for using the basic features of the web application and customer service. License fees are linked to the Processing Package selected by Subscriber under a) and will be set out in the Order Form. If Subscriber does not use all the credits of their processing package within 1 year, the Subscriber can maintain any un-used credits by paying a licensing fee of 30% of the value of the un-used credits.

3.2 AirWorks Automate PAYG

AirWorks Automate PAYG allows a Subscriber the same access as AirWorks Automate, without the requirement to subscribe to a Credit Package, therefore this is a free subscription. Generally, the cost of any Work Products or Limited Data will be more expensive than for Subscribers that subscribe to a Credit Package.

The AirWorks Automate PAYG is also a subscription that is a Free Subscription. Accounts under a AirWoks Automate PAYG may be deleted if Subscriber has not submitted any Purchase Orders within 3 months without any warning.

3.4 GIS Products

AirWorks offers a variety of planimetric and topographic mapping products, including deliverables like impervious surface mapping, building outlines, roadway feature extraction, point cloud classification and contours. All of which can be exported in formats consumed by GIS systems. The specific details of such Products will be described in each Order Form.

3.5 Additional Features

AirWorks is committed to adding more features and layers but also supporting additional geographies and weather conditions in future versions of the application. Other features may include access to enterprise user permissions, editing and drafting tools, advanced interactive tools and others.

Additional features, layers or improvements of significant value may be subject to specific price categories and additional fees. This agreement does not represent a commitment by the Subscriber to purchase any additional services besides the services specifically mentioned in each Order Form, or a commitment by AirWorks to provide any of the features not purchased through any Order Form.

4. CREDIT PACKAGES

Many of the Products described in Section 2 require Credits to place Purchase Orders, leverage the Limited Data and the Data Marketplace or derive Work Products. Some Products may allow the access to purchase credits when placing a Purchase Order (AirWorks Automate PAYG), however that is usually much more costly than a subscription to a Credit Package. All available options for Credit Packages are listed in this Section.

4.1 "**Pre-Pay Subscription**": Is a subscription that allows Subscribers to pre-purchase credits and draw down over the term of their agreement. This subscription is generally the most cost-efficient.

4.2. "**Minimum Commitment Subscription**": Is a subscription that allows Subscribers to commit to a minimum amount of credit usage over the term of their contract while only paying when credits are consumed.

Credits actually charged per usage vary depending on prices set out in the Order, subject to bundles selected for every project. The AirWorks account manager will reconcile this difference at the end of each calendar month in so far as reconciliation doesn't happen automatically. AirWorks strives to overall keep pricing stable or reduce it with the help of more advanced AI. However, AirWorks reserves the right to update bundle factors in case business dynamics change or the offering is modified. Changes will be communicated and reflected in the AirWorks application.

5. DESCRIPTION OF APPLICATION

AirWorks web application grants the Subscriber the right to use the Software as a Service hosted on http://cloud.airworks.io/. The application provides the Subscriber access to a series of features developed to analyze and process all types of geospatial data from UAVs/drones, aircrafts, mobile vehicles or satellites. Basic access to the application includes unlimited data hosting and storage as well as fees for using the basic features of the web application. AirWorks will maintain a Subscribers' account and respective data as long as Subscriber pays in a timely manner the respective License fees set out in Order Forms. This Exhibit defines Subscribers' access to the AirWorks Software, and describes the access to the AirWorks platform, processing packages, and interactive tools such as AirWorks CAD which allows each paid user of Subscriber to process, segment and vectorize remote sensing data through the Software. The license to use the AirWorks application comes with a variety of different features that, that each may be purchased by the Subscriber and are subject to the specific terms and conditions of each feature.

6. AIRWORKS ACCOUNT

Subscriber may need an AirWorks Account in order to use some of AirWorks' Services. Subscriber may create its own AirWorks Account, or Subscribers' AirWorks Account may be assigned to Subscriber by an administrator, such as Subscriber's employer or the AirWorks team upon Subscriber's request or the request of Subscriber's employer. An account is defined as one named user individual ("User") that can use the Service at a time.

Subscriber is responsible for anyone who obtains, accesses, or uses Services through User or User's account. If User is an administrator, this may include individuals that have access to Subscriber's AirWorks account ("Authorized Users"). This means (among other things) that Subscriber is responsible for Authorized Users' compliance with these Terms, including their use of their accounts, as though each of the Authorized Users is Subscriber. In certain cases, Authorized Users may be required to set up individual accounts or otherwise agree to applicable terms in order to obtain, access or use Services, but that requirement does not affect Subscriber's responsibility for Authorized Users.

Multiple Users may not use the same User account, and only one human being can be associated with a particular User account. If User are using an AirWorks Account assigned to User by an administrator, different or additional terms may apply and User's administrator may be able to access or disable your account. Subscriber is responsible for the activity that happens on or through Subscriber's AirWorks Account. To protect Subscriber's AirWorks Account, keep passwords confidential and ensure that only Authorized Users use Services associated with Subscriber's account. If Subscriber suspect unauthorized use of Subscriber's account, please contact support@airworks.io. Subscriber may terminate Subscriber's account at any time by sending a request to support@airworks.io and any termination will be subject to the terms and conditions listed in the Agreement.

7. DATA MARKETPLACE AND 3RD PARTY APPLICATIONS

AirWorks may offer through its Application access to various 3rd party data sources (collectively "Data Integrations") though its "Data Marketplace", as well as various 3rd party applications (collectively "Tech Integrations"). These Tech Integrations can be accessed and purchased through the AirWorks check-out process on a project-by-project basis and will be appropriately labelled. Any data accesses, provided, or integrated into the Work Product is referred to as Licensed Data, and is subject to the terms and conditions described in the Agreement and specifically Exhibit B.

8. TECHNICAL SUPPORT SERVICES

Technical support services provided to Subscriber shall comprise the following:

a. Phone and Web Support. AirWorks shall provide Subscriber with technical support services for problem resolution assistance in accordance with Subscribers' support package. This may include telephone, email and chat support and through the AirWorks Customer Support website depending on the support level selected and purchased by the Subscriber. Phone support will be provided during normal operation on Monday through Friday, from [8:00 a.m. through 6:00 p.m.] Eastern time, U.S. federal holidays excluded. Subscriber may initiate a support ticket by email through services@airworks.io or any time by signing on the AirWorks support website at http://cloud.airworks.io/. The phone connection will be provided once the service is established.

- Setup Support
- Access to Mission Planning Tutorials
- Access to Mission Planning features on application
- 10-hour phone and chat support for mission planning and processing
- E-mail and chat
- 12 hours e-mail response guarantee
- Designated Account Manager
- First to implement new features

b. Quality Control Services. AirWorks offers enterprise quality control and correction services for some Products and Work Products. The purpose is to for clients that ensure that all your outputs are taken to a finalized drawing by our experienced CAD engineers. This is a premium service. The quality control services are offered under all packages and bundles listed in Chapter 6. Make sure that your selected product includes quality control services when ordering.

c. Error Corrections. AirWorks will use commercially reasonable efforts to correct all Errors in the Software reported by Subscriber in writing to AirWorks. AirWorks will utilize remote diagnostic procedures whenever possible for Error diagnosis and Error correction. AirWorks may not issue corrections for all Errors.

d. Improvements. AirWorks may, in its sole discretion, provide Subscriber with updates, upgrades, enhancements, and any other improvements that AirWorks then generally offers to other subscribers of the Application. Some improvement may be subject to specific price categories and additional fees

9. ACCESS. The Services and Documentation will be made available to Subscriber within 3 days after the Effective Date.

10. LIMITATIONS.

AirWorks editing and drafting tools allow Subscriber to create CAD drawings and deliverables through the AirWorks web application. AirWorks offers advanced tools and technology, such as machine learning and artificial intelligence technology in addition to more traditional computer vision models and algorithms and other automation tools as part of its solution. This technology is highly powerful and often delivers great results in unmatched speeds, but by nature, it takes certain predictions based on prior information. The layers and features of the world differ geographically, and therefore some of the feature detection will perform in certain regions of the world, and in certain weather conditions.

AirWorks has validated feature detection in test environments. This software solution is intended to aid with the drafting process. As such, the Subscriber will be solely responsible to verify the results, as well as all accuracy levels before any plans can be submitted or design work is conducted.

11. EXCLUSIONS. AirWorks shall have no obligation to provide support in connection with any of the following: (a) Subscriber's or Authorized Users' use of any version of the Application other than the then-current unmodified version provided to Subscriber; (b) any problems which are not Errors; (c) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by AirWorks; (d) nonconformities resulting from misuse, abuse, negligence, or improper or unauthorized use of all or any part of the Services; (e) problems or Errors caused by Subscriber's, Authorized Users', or other third party's products, services or equipment; or (f) modification, amendment, revision, or change to the Services by any party other than AirWorks or AirWorks-authorized representatives. Any use of or reliance on data or data output contained in the Services is Subscriber's or Authorized User's sole responsibility.

EXHIBIT B

DESCRIPTION OF LIMITED DATA

As part of the Services, AirWorks leverages, integrates and provides Limited Data that is collected, acquired or produced by AirWorks and its suppliers. This Exhibit describes the different types of Limited Data as well as the rules and restrictions governing the usage and ownership of such data. All data provided through AirWorks' Data Marketplace will be considered Limited Data. However, data provided in accordance to the criteria defined herein that is provided through other means shall be considered Limited Data. This Exhibit adopts and incorporates by reference the terms and conditions of the Software as a Service Agreement between AirWorks Solutions, Inc. and applies to all Order Forms and Purchase Orders signed and executed by Subscriber unless such Order Forms explicitly deviate from the descriptions herein. Transactions performed under any such Order Form will be conducted with and be subject to the terms and conditions of this Exhibit and the Software as a Service Agreement between the parties hereto.

1. DESCRIPTION OF DATA MARKETPLACE

AirWorks may offer through its Application or other means access to various 3rd party data sources (collectively "Data Integrations") though its "Data Marketplace". These Data Integrations can be accessed and purchased through a Purchase Order on a project-by-project basis and will be appropriately labelled. All data provided by AirWorks through such Data Integrations is considered Limited Data. AirWorks makes no claims in regards to the completeness of the products available through these Data Integrations and no express or implied warranty will be granted by AirWorks in regards to the Data Integrations. Subscribers have to refer to these 3rd party vendors to understand the usability of the Data Integrations within the Data Marketplace. Furthermore, AirWorks makes no guarantees regarding the availability of these Data Integrations during or after the Term of a Subscriber's License. Any intellectual property developed or contributed by the Data Marketplace Partners in connection with the services provided under this Agreement shall remain the property of AirWorks and its suppliers and specifically not part of Subscriber Data. The terms of our Data Integrations as stated below govern the usage of such 3rd party data. Pricing for Data Integrations is provided within the Application and is subject to change depending on AirWorks' contracts with such partners.

2. 3RD PARTY APPLICATIONS

AirWorks may offer through its Application access to various 3rd party applications (collectively "Tech Integrations"). These Tech Integrations can be accessed and purchased through a Purchase Order on a project-by-project basis and will be appropriately labelled. AirWorks makes no claims in regards to the completeness of the products available through these Tech Integrations and no express or implied warranty will be granted by AirWorks in regards to the Tech Integrations. Subscribers have to refer to these 3rd party vendors to understand the usability of the Tech Integrations. Furthermore, AirWorks makes no guarantees regarding the availability of these Tech Integrations during or after the Term of a Subscriber's License. Any intellectual property developed or contributed by the Tech Integrations in connection with the services provided under this Agreement shall remain the property of the partner ("Partner IP"). The terms of our Tech Integrations as stated below govern the usage of such Tech Integrations.

3. DATA TYPES AND RESTRICTIONS

The usage, consumption of Limited Data is subject to restrictions. Unless specifically defined otherwise, all ownership for Limited Data will remain with AirWorks and its suppliers. Subscriber is granted a non-exclusive, limited license to view the Limited Data only for internal use, and is restricted from any further use in any other manner, as well as any distribution in any form.

With the signature of this agreement, Subscriber acknowledges and agrees that the below listed Limited Data is subject to the right and restrictions outlined in the following documents:

Nearmap Data: https://www.nearmap.com/us/en/legal/product-specific-terms

Datasight Data: https://datasightusa.com/

Eagleview Data: https://www.eagleview.com/terms/

And any others as may be required for each Order, with terms and conditions to be executed at the time of the Order. Such terms and conditions will become part of this Agreement.

Before granting access to Limited Data, AirWorks may require the signature of specific terms required by AirWorks' suppliers for Limited Data which outline further rights and restrictions.