

UAS Service Terms and Conditions:

1. Contractor represents that (a) it is qualified to perform the Services; (b) all the Services shall be performed by qualified personnel, who will be properly supervised; (c) the Services shall be performed in a professional and workmanlike manner in accordance in all material respects with the terms of this Agreement and the requirements and time schedules set forth herein, and in accordance with generally accepted standard of care for Contractor's profession.

2. Payment shall be submitted to ARE Corporation within 14 days of the invoice date.

3. The term of this Agreement shall begin on execution of this Agreement and shall expire on the date of final delivery of the product, but in no case later than 31 December 2019. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to ARE. ARE shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay ARE for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to ARE's compensation and the Project schedule.

4. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

5. ARE may, at our discretion, cancel a mission due to unforeseen circumstances including but not limited to safety, weather or site limited access (vegetation, natural or man-made barriers, landowner cooperation, etc.). In this case we will do our best to accommodate backup dates and complete the project as soon as practical. If a mission takes longer than anticipated, due to circumstances outside of our control, such as access or weather, there may be fees incurred based on current hourly rates and travel expenses.

6. GENERAL PROVISIONS:

(a) All work shall be completed in compliance with all applicable laws.

(b) To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

(c) In the event Client fails to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.

(d) Contractor shall not be liable for any delay due to circumstance beyond its control.

(e) Contractor and its employees, personnel and permitted contractors performing any services on behalf of Client are independent contractors and not employees of Client.

(f) Any changes to this document must be discussed & signed by both Contractor and Client.

(g) This Agreement shall be construed in accordance with the laws of the project state.

(h) Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.

(i) Data coverage may be affected by environmental conditions and line of sight limitations. The extent of coverage will be at the discretion of the flight team based on legal and Contractor safety protocols.

(j) Contractor will provide deliverables to Client as outlined in the estimate.

(k) Weather delays may impact project timeline and cost. If a weather delay occurs, Client will pay standard per diem for dispatched crews as well as any additional travel costs incurred (change fees, additional hotel rooms / rental car, etc.)