

Drone Addendum

This Drone Addendum (this “DA”) is entered into between Motorola and Customer, and will be subject to, and governed by, the terms of the MCA or SSA, or other agreement, as applicable (the “Agreement”).

If you are purchasing Products on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this DA; (b) you have read and understand this DA; and (c) on behalf of the Customer that you represent, you agree to this DA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this DA, please do not complete the purchase of Motorola’s CAPE solution (“CAPE”) or other drone or unmanned aerial vehicle Products (collectively, “Drone Products”) from Motorola. In this DA, the term “Drone” means Drone Products that are unmanned aerial vehicles.

This DA governs Customer’s purchase of Drone Products and will form part of the Parties’ Agreement. This DA will control with respect to conflicting or ambiguous terms in the Agreement or any other applicable Addendum, but only as applicable to the Drone Products purchased under this DA and not with respect to other Products.

1. CUSTOMER RESPONSIBILITIES. Customer is responsible for all operating policies and procedures, internet connectivity and IT equipment and infrastructure to allow Drone Products to be functional as set out in the Proposal. Unless otherwise set out in the Proposal, Customer is also responsible for providing Drone pilots and ensuring all such pilots have all applicable authorizations, including any Federal Aviation Administration (“FAA”) authorizations, or equivalent authorizations from flight authorities in the applicable jurisdiction, for all Drone operations using the Drone Products. Customer is responsible for also obtaining any FAA Certificate of Authorizations (“CoA”) and regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations or the equivalent certificates, approvals or waivers needed in the applicable jurisdiction from the applicable flight authorities. Customer will comply with Motorola’s [Acceptable Use Policy](#). Customer shall ensure Drone Products are destroyed and disposed of securely and sustainably at Customer’s cost and is responsible for any regulatory violations or fines, as a result of improper use, destruction, or disposal of Drone Products. Customer shall ensure no modifications are made to weaponize the Drone Products.

2. DRONE-AS-A-SERVICE PROGRAM

If Customer has purchased a Drone Product under the Drone-as-a-Service Program (“DaaS Program”) as set out in the Proposal, the following additional terms apply:

2.1. DaaS Program Payment. Customers shall make payments for the DaaS Program in accordance with the payment terms and schedule set forth in the Agreement, or the applicable Proposal. If Customer orders any additional Drone Product(s) under the DaaS Program subsequent to the initial purchase by Customer, fees for such additional Drone Product will be

billed on a separate subscription and payment schedule, unless otherwise agreed upon by the Parties in writing.

2.2 Early Termination. If Customer's participation in the DaaS Program is terminated for any reason prior to the end of the payment term, unless otherwise set out in the Proposal, Customer will immediately pay the remaining amounts due for the applicable Drone Product. If Customer fails to make such payments within thirty (30) days of ending participation in the DaaS Program, Motorola reserves the right to take back such Drone Product.

2.3 Responsibility for Drone Product. For clarity, Customer will receive title to the Drone Product pursuant to the Agreement. Customer will maintain adequate insurance on the Drone Product to cover accidental or negligent loss. Unless otherwise set out in the Proposal, Customer is responsible for any loss or damage to the Drone Product once title has been transferred. Any loss or damage to the Drone Product once title has transferred to Customer will not relieve Customer of any future payment obligations for the lost or damaged Drone Product.

3. DRONE PRODUCTS

3.1 Drone Products - No Motorola Warranty. Notwithstanding any provision of the Agreement or this DA to the contrary, Motorola will have no liability for third-party Drone Products provided by Motorola; provided, however, that to the extent offered by third-party providers of Drone Products ("Drone Provider") and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

3.2 Operational Risk. The Drone Products are not designed or intended to be used or operated (i) in flying conditions that have not been approved and authorized by the Federal Aviation Administration (FAA); (ii) in hazardous environments requiring fail safe performance; or (iii) in military defense systems. Customer acknowledges that inappropriate use of the Drone Products may result in death, injury, or damage to property, and Customer assumes all risks and liabilities arising from such use. Customer will not modify, alter, tamper with, or repair the Drone Products without the written consent of Motorola, and will not use any unauthorized third-party equipment, software, or services with the Drone Products. Customer will not override, disable, or interfere with any connectivity features, geofencing, regulatory altitude limits, collision avoidance or any flight safety functionalities that are built into the Drone Products.

3.3 Unauthorized Use. Customer will use the Drone Products for its intended purposes only and not for any illegal, unethical, or harmful activities. The Drone Products may not be used in a manner that violates the rights to privacy or freedom of expression of any individual, provided the foregoing shall not limit the use to restrict, monitor, collect or process data based upon exceptions to the rights of privacy or freedom of expression that are authorized by applicable laws or regulation. Customer represents and warrants that Customer will not use the Drone Products for any unauthorized application and that use of the Drone Products for any such restricted application is at Customer's sole risk.

3.4 Operational Requirements.. All flights associated with Drone Products must strictly follow all applicable Federal Aviation Administration (FAA) regulations, including but not limited to Part 107, and or Part 91, Notices to Airmen (NOTAMs), and any other relevant FAA guidance or restrictions, and any additional rules, restrictions, or airspace limitations imposed by local, state, or other governing authorities. Customer will follow all NDN maintenance requirements, product specifications, user manuals, flight manuals, pre-flight and other check lists, bulletins, and other instructions provided by Motorola. Customer will perform a thorough risk assessment, equivalent to the EASA Specific Operations Risk Assessment (SORA) process or a process that meets or exceeds its stringency unless specifically waived in writing by the FAA. Customer will also document Customer's risk assessment and to keep flight operation logs and other records as may be required by competent authorities. All required maintenance on the Drone Products must be performed in accordance with Motorola and the Drone Provider's specifications and instructions. Customer is responsible for updating Customer's drone operating software and the Drone Products firmware based on automated or specific notifications to do so. All requirements set herein are referred together as the "Operational Requirements". Applicable Operational Requirements need to be carried out each time before and during a flight mission and no flight mission may be initiated, performed, or continued if a relevant Operational Requirement would prevent it, or such Operational Requirement has not or cannot be followed.

3.5. Compliance with Laws and Regulations. Customer will (i) comply with all laws, regulations, governmental orders and decrees that may be applicable for the use and operation of the Drone Products, including but not limited to aviation laws and regulations; (ii) be responsible for obtaining all and retaining all governmental approvals, regulatory permissions, consent, and licenses, including spectrum licenses and spectrum availability (collectively, "Permissions") that may be necessary for the use and operation of the Drone Products in the place of flying operations; (iii) make and submit all necessary notifications, registrations and reports that may be required for the use and operation of the Drone Products in Customer's jurisdiction as well as keep and store all related records; (iv) obtain all mandatory insurances (including but not limited to any mandatory insurances related to aviation); and (v) take any other action that may be required by laws, regulations, governmental order or decrees before any operation of the Drone Products. For avoidance of doubt, unless otherwise stated in the Proposal, Motorola does not obtain, license and/or provide any Permissions for Your benefit.

3.6. INDEMNITY FOR AIRBORNE USE. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, YOU WILL INDEMNIFY, DEFEND AND HOLD MOTOROLA HARMLESS FROM ANY THIRD-PARTY CLAIMS, AWARDS OR SETTLEMENTS FOR LOSS, COST, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND UNDER ANY LAWS OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO AVIATION OR PRODUCT LIABILITY RELATED DAMAGES), EXPENSE OR LIABILITY OF WHATEVER NATURE THAT MAY ARISE OUT OF OR IN CONNECTION WITH ANY AIRBORNE USE OR OPERATION OF DRONE PRODUCTS THAT IS CONDUCTED IN BREACH OF SECTIONS 3.2 TO 3.5.

3.7. Maintenance and Support. Unless set out otherwise in the Proposal, Motorola has no obligation under this DA to offer maintenance for the Drone Products. Any maintenance (or other services to be performed by Motorola) shall be purchased separately and is subject to Motorola's then current services terms and renewal policies, including end-of-life notifications. Any use of maintenance without a valid maintenance subscription is deemed a breach of this DA as well as the Agreement. Technical support may be provided only if the subscription Customer purchased includes technical support for the Drone Products and as set out in the Proposal. Technical support will be performed in accordance with the Proposal.

3.8. Records, Incidents, and Audits. Customer will keep full, clear, and accurate records with respect to use of the Drone Products and retain such records at least three (3) years from the expiration or termination of this Agreement. Upon request, you shall furnish any information reasonably requested to enable Motorola to ascertain whether Customer is using the Drone Products within the requirements of this Agreement. Customer will prepare sufficiently detailed reports of any flight incidents that may have caused danger to Drone Products, other property, health, or environment, and provide Motorola copies of such reports without undue delay. Should Customer or third-party related to a flight incident be obligated to file a report of such incident to competent authorities by applicable law or regulation, Customer shall provide a copy of such report at your disposal to Motorola without any undue delay.

4. DRONE OPERATION INDEMNITY. To the extent permitted by applicable law, Customer shall defend, indemnify and hold harmless Motorola from all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for damages arising from or related to personal injury, property damage or loss of life caused by a Drone Product during Customer's Drone operations.

5. DRONE PROVIDERS. MOTOROLA DISCLAIMS ANY LIABILITY FOR THE DRONE PROVIDER'S COLLECTION, USE, TRANSFER, AND ANY OTHER PROCESSING OF CUSTOMER'S INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT MOTOROLA DOES NOT HAVE CONTROL AND SHALL HAVE NO LIABILITY REGARDING THE INFORMATION THAT MAY BE COLLECTED BY DRONE PROVIDER'S SDK AND HOW SUCH DATA MAY BE USED BY DRONE PROVIDER AND/OR THIRD PARTIES RECEIVING SUCH INFORMATION FROM DRONE PROVIDER. CUSTOMER WILL INDEMNIFY AND HOLD MOTOROLA HARMLESS FOR CUSTOMER'S FAILURE TO PROVIDE NOTICE AND OBTAIN ANY NECESSARY CONSENTS.

6. SURVIVAL. The following sections of this DA survive termination of this Agreement: Section 2; Sections 3.1-3.6; Section 3.8; Section 4; Section 5; and Section 6.