

This Appendix 1 forms part of and is incorporated by reference into the terms and conditions of an executed Order Form and Base Agreement between PrecisionHawk, Inc. (“we” or “PrecisionHawk”) and you, the purchaser or user (“you” or “Customer”) (together, the “Parties”). Capitalized terms not defined herein have the meanings assigned to them in the Base Agreement or Order Form which, together with this Appendix 1, is collectively referred to as the “Agreement”.

## **1. Service Subscriptions**

- 1.1. Overview:** This Agreement governs your use of the PrecisionHawk-branded Service identified in an executed Order Form and more fully described in Table 1 hereto. For each Service Subscription, PrecisionHawk provides you access to (i) the Service and (ii) Support.
- 1.2. “Subscription”** means the fee bearing subscription, generally with a term of one to three years, that entitles you to use the Service. Your right to use the Service begins on the date specified in the Order Form and continues in accordance with the Order Form or Base Agreement.
- 1.3. “Service”** means the PrecisionHawk-branded web-based applications, including any related publications or documentation.
- 1.4. “Support”** means access to PrecisionHawk online support materials as well as PrecisionHawk support personnel between the hours of 9 a.m. to 5 p.m. Eastern US time during business days.

## **2. Subscription Fees**

- 2.1. Calculation of Fees.** Subscription Fees are based on the total number of Units purchased. Table 1 below lists the Subscriptions offered by PrecisionHawk and the Unit descriptions that are used to measure your use of each Subscription.
- 2.2. User Accounts.** Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Subscription may not be accessed by more than that number of Users, (b) a User’s password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Subscription. If you exceed a contractual usage limit, we may work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding these efforts, you are unable or unwilling to abide by a contractual usage limit, you will execute an Order Form for additional quantities of Subscriptions promptly upon our request, and/or pay any invoice for excess usage.

## **3. The Service**

- 3.1. Use.** Subject to all terms and conditions of this Agreement, each User has the right to access and use the Service. The Service’s features, functionality and limitations are subject to change from time to time, but we will use commercially reasonable efforts to avoid degradation in the features and functionality of the Service during the term of your Subscription. You are solely responsible (at your own expense) for ensuring that you have all adequate hardware, software and Internet access service necessary for use of the Service.
- 3.2. Ownership.** The Services are owned and operated by PrecisionHawk or its licensors and subcontractors. The content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, and all other elements of the Service (“**PrecisionHawk Materials**”) may be protected by copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except as expressly authorized by PrecisionHawk, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the PrecisionHawk Materials. For clarity, the PrecisionHawk Materials do not include Customer Data (as defined below) or any other content owned by and submitted by Users to the Service.
- 3.3. Your Content.** As between the Parties, you retain ownership of all data, pictures, software code, textures, graphics, models and other content you create on or upload to the Service (“**Customer Data**”). However, you hereby grant PrecisionHawk a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable and transferable license to (i) use, reproduce, prepare derivative works of, display, distribute and perform Customer Data in order to provide the Service to you and (ii) in an aggregate manner use the Customer Data to analyze and learn from the data in order to improve and further develop the Service or other services, and to create new generic and aggregate assets based on the Customer Data. You hereby represent and warrant that you own the Customer Data or otherwise have all licenses, rights,

consents, and permissions necessary for the inclusion of Customer Data within the Service and use of Customer Data in the manner contemplated by this Agreement. PrecisionHawk may, at any time, remove from the Service any Customer Data that in the sole judgment of PrecisionHawk violate this Agreement or create an adverse effect to PrecisionHawk. PrecisionHawk furthermore has a right to remove Customer Data in order to comply with applicable law.

- 3.4. Registration Information and Passwords.** Upon your first login, you will be asked to update your password. As you will be responsible for all activities that occur under your password, you should make your password robust and keep it confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), you will immediately notify PrecisionHawk.
- 3.5. Communications.** You consent to receive communications from PrecisionHawk relating to the Service electronically. We may communicate with you by email or by posting notices on the Service. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 3.6. Prohibited Uses.** You may not:
- 3.6.1. Use the Service to upload, create or publish pictures or other content that includes content depicting sexual activity, nudity or excessively graphic violence, content advocating physical harm against any individual or group, content that violates any applicable law, rule or regulation or any other content that would reflect negatively on PrecisionHawk.
  - 3.6.2. Use the Service for any purpose that is unlawful or prohibited by this Agreement. Access to the PrecisionHawk Materials and the Service from territories where their contents are illegal is strictly prohibited. You are responsible for complying with all local rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, email, or privacy.
  - 3.6.3. Use the Service in any manner that in our sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use of the Service.
  - 3.6.4. Intentionally interfere with or damage the operation of the Service or any other user's enjoyment of it, including uploading or otherwise disseminating viruses, worms, or other malicious code.
  - 3.6.5. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service.
  - 3.6.6. Attempt to gain unauthorized access to the Service, or any part of it, other accounts, computer systems or networks connected to the Service, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service.
  - 3.6.7. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.
  - 3.6.8. Modify the Service in any manner or form or use modified versions of the Service.
  - 3.6.9. Decompile or reverse engineer the Service or by any other means try to recreate the source code of the Service or make copies for archival or disaster recovery purposes, other than as permitted by applicable law.
  - 3.6.10. Use any robot, spider, scraper, or other automated means to access the Service for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Service.

#### **4. Indemnification**

- 4.1. Indemnification by PrecisionHawk.** PrecisionHawk will defend, indemnify and hold Customer harmless against any "Claims" made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the copyrights, trademarks or trade secrets of such third party; provided, that Customer (a) promptly gives written notice of the Claim to PrecisionHawk; (b) gives PrecisionHawk control of the defense and settlement of the Claim (provided that Customer may participate in such defense at its own expense and that PrecisionHawk may not settle any Claim in a manner that admits liability on behalf of Customer); and (c) provides to PrecisionHawk, at PrecisionHawk's expense, reasonable assistance in connection with the defense and settlement of

the Claim. PrecisionHawk will pay Customer any damages finally awarded against Customer, settlements agreed to in accordance with Section 4.1(b) and reasonable costs and expenses (including reasonable legal fees) directly attributable to such Claim. PrecisionHawk may, at its sole option and expense: (i) procure for Customer the right to continue using the Service under the terms of this Agreement; or (ii) replace or modify the Service to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably practicable, PrecisionHawk may terminate this Agreement and refund to Customer all prepaid fees for the remainder of its Subscription term after the date of termination. This Section 4.1 represents PrecisionHawk's entire obligation and Customer's exclusive remedy regarding any third-party intellectual property claims. Furthermore, PrecisionHawk will have no liability for any Claim under this section to the extent such liability is the result of (i) modifications to the Service by anyone other than PrecisionHawk or its agents (provided that PrecisionHawk shall not be liable if PrecisionHawk or its agents made the modifications using requirements documents, written specifications or other written materials submitted by Customer or its agents or representatives); (ii) the use or combination of the Service with any other item not provided by PrecisionHawk where in the absence of such use or combination, the Service alone would not have given rise to the Claim; or (iii) Customer's continued use of an infringing version of the Service when the then current version of the Service has been modified to be non-infringing.

- 4.2. Indemnification by Customer.** Customer shall defend, indemnify and hold PrecisionHawk harmless against any Claims made or brought against PrecisionHawk by a third party alleging that (i) the Customer Data or PrecisionHawk's transmission or hosting thereof infringes or violates the rights of such third party; (ii) Customer's use of the Service in violation of this Agreement infringes or violates the rights of such third party; or (iii) Customer failed to comply with applicable laws, rules or regulations in its performance of this Agreement; provided, that PrecisionHawk (a) promptly gives written notice of the Claim to Customer; (b) gives Customer control of the defense and settlement of the Claim (provided that PrecisionHawk may participate in such defense at its own expense and that Customer may not settle any Claim in a manner that admits liability on behalf of PrecisionHawk); and (c) provides to Customer, at Customer's expense, reasonable assistance in connection with the defense and settlement of the Claim. Customer shall pay PrecisionHawk any damages finally awarded against PrecisionHawk, settlements agreed to in accordance with this Section 4.2 and reasonable costs and expenses (including reasonable legal fees) directly attributable to such Claim.

**TABLE 1: ONLINE SERVICE SUBSCRIPTIONS**

**PRECISIONANALYTICS AGRICULTURE**

Features	Standard	Professional	Enterprise
<b>Units: Users</b>	Single User in Single Account	Single User in Single Account <sup>1</sup>	Up to three Users in Single Account <sup>1</sup>
<b>Farms/Sites</b>	Single	Unlimited <sup>2</sup>	Unlimited <sup>2</sup>
<b>Orthomosaic Processing</b>	50 Uploads Included	200 Uploads Included	400 Uploads Included
<b>Maximum Image Count (Per Orthomosaic Upload)</b>	1,000 Captures: RGB up to 5-band Multispectral	1,000 Captures: RGB up to 10-band Multispectral	1,000 Captures: RGB up to 10-band Multispectral
<b>Custom Single Imagery Layer Functionality<sup>5</sup></b>	–	✓	✓
<b>Custom Deliverables Feature</b>	–	✓	✓
<b>Plant Health Analysis (NDVI, VARI, GRVI, NDRE, ENDVI, SAVI, GLI)</b>	✓	✓	✓
<b>Elevation Maps</b>	✓	✓	✓
<b>Sharing and Export (GeoTIFF, JPEG, Shapefile, CSV, Public Web links)</b>	✓	✓	✓
<b>Plant Count and Size Classification</b>	5 Total <sup>3</sup>	20 Total <sup>3</sup>	40 Total <sup>3</sup>
<b>Prescription Files</b>	✓	✓	✓
<b>Zonal Statistics<sup>4</sup></b>	–	✓	✓
<b>PDF Reports</b>	✓	✓	✓
<b>Storage Limit</b>	300GB	Unlimited <sup>2</sup>	Unlimited <sup>2</sup>
<b>Customer Support</b>	Standard	Standard	Standard
<b>Parrot Sequoia</b>	✓	✓	✓
<b>MicaSense RedEdge-M/MX</b>	✓	✓	✓
<b>MicaSense Altum (Includes Thermal Processing)</b>	–	✓	✓
<b>MicaSense Dual Camera System</b>	–	✓	✓

1. Additional Enterprise Tier users can be added to an organization (See Table below).

2. Based on fair usage by each User.

3. Individual Plant Counts are limited to a maximum area of 50 acres. Plant Count requests for areas exceeding 50 acres will be debited from the User's account in 50-acre increments (e.g., a Plant Count requested for an area of 170 acres would debit four plant counts from the User's Plant Count balance).

4. Zonal Statistics includes ability to aggregate vegetative indices and Plant Count statistics over user-defined zones. Zones can be created via "Import SHP/KML" or "Custom Zones" features.

5. Up to five (5) custom layers allowed for each project. Up to 50 total single image files allowed as custom layers for each project (e.g., two (2) layers containing 25 images each or five (5) layers containing 10 images each).

## PrecisionAnalytics Agriculture Upgrades

Upgrade	Description
<b>Additional Users</b>	Access for Additional Users can be purchased for an additional fee for the Enterprise Tier only. <sup>1</sup> Each Additional User will be added to the Customer's organization and will be able to access data from other Users in the organization unless PrecisionHawk has enforced role-based permissions to restrict access to certain Users.
<b>Additional Orthomosaic Uploads</b>	User can purchase packages of 10 or more additional Orthomosaic Uploads. Uploads expire 12 months from purchase. User must have active paid PrecisionAnalytics Agriculture license in order to use Orthomosaic Uploads.
<b>Additional Plant Counts</b>	User can purchase packages of 10 or more additional Plant Counts. Plant Counts expire 12 months from purchase. User must have active paid PrecisionAnalytics Agriculture license in order to use Plant Counts.
<b>Research Plot Creation Package</b>	Purchased on a per User basis. Provides User with access to "Generate Plots" functionality in "Zonal Statistics". Access expires at the end of the User's current software license or 12 months from purchase, whichever comes first. User must have active paid PrecisionAnalytics Agriculture Professional or Enterprise tier license in order to add the Research Plot Creation Package.
<b>Ground Control Points Package</b>	Purchased on a per User basis. Provides User with ability to upload coordinates and tag Ground Control Points (GCPs) during imagery upload that will be used for alignment during orthomosaic stitching. Access expires at the end of the User's current software license or 12 months from purchase, whichever comes first. User must have active paid PrecisionAnalytics Agriculture Professional or Enterprise tier license in order to add Ground Control Points Package.
<b>Source Imagery View/Bulk Download</b>	Purchased on a per User basis. Provides User with the ability to view images and image locations in the interface. User also has the ability to download all uploaded images associated with a project. Access expires at the end of the User's current software license or 12 months from purchase, whichever comes first. User must have active paid PrecisionAnalytics Agriculture Professional or Enterprise tier license in order to add Source Imagery View/Bulk Download.