

# Quotation for GeoCue - Madison

## For 5 Day TrueView GO Trial

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### PREPARED FOR

GeoCue - Madison  
520 6th Street  
Madison

AL

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### PREPARED BY

GeoCue Support  
support@geocue.com

Quotation: 3827

Quote Expiration date :

\_\_\_\_\_



## Introduction

GeoCue is pleased to provide 'GeoCue - Madison' with this quotation for the below products.

## Pricing

The pricing is delineated in the Price Table below. All pricing is in USD.

### Price Table:

SKU	Description	Qty	Net Price USD	Total (ex. tax) USD
TVRGO116S	TrueView GO 116S Traditional 5 Day Trial	1	\$0.00	\$0.00

<b>Total (ex. tax)</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total (inc. tax)</b>	\$0.00

## **Payment Terms**

Payment terms and conditions are as follows:

1. All prices are in USD, excluding taxes.
2. All customs, duties, tariffs, fees, fines, assessments and taxes of any kind, including but not limited to, sales and use taxes, value added taxes, ad valorem taxes and any other taxes or fees assessable by any jurisdiction whatsoever (collectively, "Taxes"), imposed with respect to the Products will be paid by the Customer.
3. Invoices will be issued upon order and are due 100% prior to shipment.
4. Shipping expenses are not included and will be added to the final invoice.
5. Travel expenses, if applicable, will be invoiced following our on-site visit. Travel expenses include airfare, rental car, hotel and daily meals at standard USA federal government per diem rates.
6. On-site visit dates, if applicable, will be set based on a mutually agreed schedule.
7. This quotation is valid until \_\_\_\_\_.

Please review **Attachment A** for GeoCue Group, Inc.'s complete ***Contractual Terms and Conditions of Sale*** as related to this quotation.

## **Other Payment Terms (If Applicable)**

**Acceptance**

Please sign and date below to accept this quotation. By signing this quotation, you are signifying that you fully understand and are committing to the terms and conditions of this quotation. You are also certifying that you have the authority to bind your organization to this agreement.

GeoCue Group, Inc.	GeoCue - Madison
<i>Quotation/Expiry</i>  3827 DATE: _____	<i>PO Number (only if applicable)</i>
<i>Date, Signature</i>	<i>Date, Signature</i>
<i>Name</i> GeoCue Support	<i>Name</i>
<i>Title</i>	<i>Title</i>

## **Attachment A - GeoCue Group Inc. General Terms and Conditions of Sale**

### **True View - General Terms and Conditions**

1. GeoCue makes no claims as to the suitability of our hardware or software products for a particular project need. You assume all responsibility for the selection of the tools you choose to execute your projects. We will provide sample data, specifications and advice but the ultimate selection is your sole decision.
2. Aerial drone mapping operations are inherently dangerous. GeoCue assumes no responsibility or liability of any type in the event of a mishap. GeoCue's flight training is only intended to provide information specific to the operation of GeoCue sensors. If you feel your skills with drone operations are not adequate, you should seek training from a qualified drone flight instructor.
3. It is strongly recommended that you institute written safety plans that are tailorable to the unique conditions that may be present for a particular project.
4. Drones carrying 3D Imaging Sensors have relatively high mass (they are "heavy"). We strongly recommend that your drone be equipped with an automatically deployable parachute system. Be aware that a parachute may fail in various modes and even if it does deploy, it will not fully protect the system from damage. Also be aware that a parachute system does not provide justification for flying over persons. A drone descending by parachute will still cause serious injury or even death to persons on the ground should a collision occur.
5. You assume all responsibility for drone and sensor mishaps. GeoCue is not liable for flight incidents or damage, regardless of cause. If a mishap occurs with a drone and you feel the cause was a defect in the drone or related systems such as the controller, mission control system and so forth, you must arbitrate directly with the drone manufacturer even if you purchased the drone from GeoCue.
6. It is strongly recommended that you carry adequate insurance to cover any liability and/or losses.
7. GeoCue assume no liability for direct or incidental damages such as lost time due to a sensor failure during a project or issues with data processing.
8. While GeoCue provides guidelines on the number of project acres that can be collected with a certain number of kinematic minutes (kinmin), you should treat this for what it is; simple loose guidance. We make no guarantees as to what can actually be accomplished since there are numerous unpredictable project variables.

9. Warranty/maintenance for DJI equipment is directly between you and DJI. If you have a warranty claim (for example, a defective battery), you must work directly with DJI customer support to rectify the issue. While GeoCue is an authorized DJI Enterprise Dealer, we are not an authorized DJI Repair Center and therefore we cannot act as an intermediary to resolve these claims.
10. Technical support for DJI products is provided directly by DJI's support center. GeoCue does not provide technical support for DJI hardware, software and accessories.
11. DJI products, unless noted otherwise, carry a 1-year manufacturer's warranty supported directly by DJI.
12. Note that, unless otherwise noted, batteries for DJI products are covered under DJI for a period of 6 months.
13. Note that, unless they are "Dead on Arrival", batteries and external cables for True View products are not covered under True View hardware maintenance.
14. All prices are in USD, excluding taxes.
15. Travel expenses, if applicable, will be invoiced following our on-site visit unless specifically priced in the pricing tables of this quotation. Travel expenses include airfare, rental car, hotel and daily meals at standard USA federal government per diem rates.
16. Shipping expenses, unless specifically listed in the quotation, are not included and will be added to the final invoice.
17. Invoices are payable Net 30 days.
18. Prices are exclusive of any applicable taxes, import duties and other government-imposed fees unless they are specifically listed in the pricing tables of this quotation. These fees will appear on your invoice.
19. On-site visit dates, if applicable, will be set based on a mutually agreed schedule.

## GENERAL TERMS AND CONDITIONS OF LEASE OF SURVEY EQUIPMENT

THIS AGREEMENT ("Agreement") is made effective as of DATE: \_\_\_\_\_ by and between GeoCue Group, Inc., an Alabama C Corporation with its principal business address at 520 6th Street, Madison, AL 35756, U.S.A. ("GeoCue"), and ("GeoCue - Madison"), a private company registered in United States, having its principal business address at 520 6th Street  
Madison  
AL  
35756  
United States

GeoCue Group Inc., acting through its business unit TrueView, ("TrueView") leases survey equipment to its customers (each individually, "Customer") in accordance with the following terms:

### 1. Agreement.

Subject to the terms and conditions set forth below and in the relevant quotation, order acknowledgment (the "Acknowledgment") and invoice (these terms and conditions, the quotation, the Acknowledgment and invoice, collectively, the "Agreement"), TrueView offers for lease to Customer the survey equipment specified in the Acknowledgment (the "Equipment") or otherwise delivered to Customer. TrueView's acceptance of a Customer's written, electronic, or verbal purchase order for the Equipment is conditioned upon Customer's assent to the Agreement. Customer's acceptance of the Acknowledgment, partial or total payment for the Equipment, or first use, of the Equipment constitutes Customer's assent. Unless Customer and TrueView have a current, mutually executed agreement for the lease of Equipment from TrueView, only the Agreement applies to the order issued by Customer (the "Customer Order") and all other terms and conditions proffered by Customer whether as part of the Customer Order or otherwise are rejected and do not form a part of the Agreement. TrueView's delay or failure to object to any terms or conditions received from Customer, including the Customer Order, will not be a waiver of any term of the Agreement.

### 2. Software.

As specified in the relevant quotation, the Equipment includes temporary licenses for the following software: (a) LP360 Drone; and (b) Applanix POSPac UAV. The license for LP360 Drone will expire after the expiration or termination of the Lease, while the license for Applanix POSPac UAV will expire on the date of expiration or termination of the Lease. General licensing terms and conditions for LP360 apply the above-mentioned licenses.

### 3. Lease.

Subject to the terms and conditions set forth herein and in the Acknowledgment, TrueView leases to Customer, and Customer leases from TrueView, the Equipment (the "Lease").

#### 4. Initial Term;

Term; Commencement Date.

(a) The initial term of the Lease is set forth in the Acknowledgment (the "Initial Term"). The Lease shall commence on the 1<sup>st</sup> day of the Initial Term (the "Commencement Date") and expire on the last day of the Initial Term, unless duly extended by TrueView through a new acknowledgement or tacitly extended in accordance with section 4(c) (the extended Initial Term, the "Term").

(b) In the event that the Initial Term is not indicated in the Acknowledgment, the Commencement Date shall be the day the Equipment is made available to Customer for pick-up at the location designated by TrueView in accordance with TrueView' standard delivery terms as provided in section 6(a), provided that, if TrueView has agreed to ship the Equipment to Customer, the Commencement Date shall be deemed to be the date the Equipment is handed over to the forwarder, as evidenced by the forwarder's receipt documentation. The Initial Term will run for the duration of the rental period indicated in the relevant quotation and in the Acknowledgment.

(c) If Customer fails to return the Equipment at the end of the Initial Term in accordance with section 18(a), the Lease will continue in accordance with its terms from month to month. Subsequently, each of Customer and TrueView may terminate the continued Lease at any time upon ten (10) days' written notice to the other party. Every new month of rental on the 1<sup>st</sup> day of which Customer is in possession of the Equipment shall be fully paid by Customer based on TrueView's standard price for a 1-month rental of the Equipment. This price is available with TrueView's sales team members. Notwithstanding the foregoing, the Term may not exceed 12 months. GeoCue Group, Inc 6

(d) Notwithstanding anything to the contrary in the Agreement, Customer's rent payment and other obligations under the Agreement will continue until Customer complies with the requirements of section 18 of these terms and conditions.

#### 5. Rent;

Rent Payment Date. (a) In consideration for the Lease, Customer shall pay TrueView the daterent specified in the Acknowledgment (the "Rent"): (aa) for any Lease of 6 months or less, in its entirety prior to the Commencement Date; and (bb) for any Lease exceeding 6 months, in 3-month instalments in advance, provided that the balance of the Rent shall be paid in advance if the remainder of the Term is less than 3 months. (b) The Lease shall not be deemed to be binding upon TrueView and TrueView shall have no obligation to deliver the Equipment to Customer, unless and until TrueView has received the 1<sup>st</sup> payment of Rent in accordance with the terms of section 5(a) hereof. (c) Rent-free Leases shall be considered as Leases for the purpose of these general terms and conditions of lease.



## 6. Delivery;

### Estimated Delivery Date

(a) The Equipment will be delivered to Customer on an "EX-WORKS [TrueView designated location]" basis. TrueView may offer to arrange, and arrange, for shipment on behalf and at the cost of Customer, provided that Customer will act as an agent for the Customer when shipping the Equipment and that such agency shall have no consequence on the passage of risk of loss and damage of the Equipment to Customer pursuant to applicable "EX-WORK" incoterms.

(b) TrueView shall use commercially reasonable efforts to deliver the Equipment to Customer on or prior to the Commencement Date.

## 7. Equipment Principal Location.

The destination of shipment of the Equipment shall be considered as the location where Customer shall store the Equipment when it is not operated (the "Equipment Principal Location"). Customer shall promptly advise TrueView in writing of any change in the Equipment Principal Location. NOTWITHSTANDING THE FOREGOING, CUSTOMER IS PROHIBITED FROM TRANSPORTING THE EQUIPMENT OUT OF THE EXPORT JURISDICTION OF THE EQUIPMENT PRINCIPAL LOCATION, WITHOUT THE PRIOR WRITTEN CONSENT OF TRUEVIEW.

## 8. Maintenance

Throughout the Term, Customer shall perform in strictly timely fashion all inspections and service actions required in connection with the Equipment in accordance with as requested by TrueView and in accordance with TrueView's written instructions. Customer waives its right to request any indemnity for the time spent on performance inspections and service actions, provided, however, that in the event that the Equipment shall be returned to GeoCue for the performance of the inspections and renewals, TrueView shall pay for the inbound and outbound shipping cost.

If Customer experiences any Equipment operation failure, anomaly or error message which is not resolved by following applicable troubleshooting instructions from the operator's manual, Customer shall immediately contact TrueView' customer support department. TrueView' customer support department will assess whether the Equipment shall be returned for further inspection to TrueView. If TrueView issues a return material authorization ("RMA") to Customer, Customer shall arrange for the return of the Equipment to it for inspection and potentially repairs at TrueView's cost.

Notwithstanding the foregoing, TrueView will not assume any repair or part replacement cost resulting from misuse, abuse, neglect, alteration (including combination with third party hardware or software not provided as part of the Equipment), accident, human operation error, mishandling, attempted repair, part replacement or maintenance, operation outside the

associated environmental specifications or in conflict with TrueView recommendations, improper installation or improper testing of the Equipment or the like by Customer. Any such repair or part replacement cost together with direct or indirect related cost (e.g., transportation cost, etc.) will be charged by TrueView to Customer in accordance with its then-current repair pricing policy.

#### 9. Upgrade

(a) TrueView reserves the discretionary right at any time to upgrade Customer's Equipment at no cost for Customer by exchanging the Equipment in Customer's possession against the latest version of the Equipment offering access to all available functionalities and features (the "Upgrade"). However, Customer GeoCue Group, Inc 7 is not entitled to an Upgrade and Upgrades will be offered at TrueView' discretion based on Equipment availability.

(b) Upgrades will be effected at TrueView' cost.

#### 10. Use.

Customer is solely responsible for determining the suitability of the Equipment for its intended purpose. Further, Customer acknowledges and agrees that:

- (i) the operation of the Equipment may be strictly regulated, prohibited or limited by applicable laws, regulations, ordinances, rules or guidelines of certain governmental agencies of the country or state in which the Equipment is operated;
- (ii) it is fully aware of such restrictions, limitations and prohibitions;
- (iii) it will operate the Equipment at all times in compliance with all such applicable laws, regulations, ordinances, rules or guidelines under its sole responsibility; and
- (iv) it shall use the Equipment only for civil and commercial purposes.

#### 11. Liens and Encumbrances.

Customer shall keep the Equipment free and clear of all liens and encumbrances other than (x) liens arising from claims attributable to TrueView or (y) liens for taxes of Customer either not yet due or being contested in good faith by appropriate proceedings.

#### 12. Customer Representations and Warranties.

Customer represents and warrants to TrueView that:

- (i) Customer is and will remain validly existing and in good standing under the laws of the state or country of its organization;
- (ii) Customer has the power and capacity to enter into and perform the Agreement and all related documents Customer executes in connection with the Agreement (together, the "Documents");
- (iii) Customer is qualified to do business wherever necessary to carry on its present business operations, including the jurisdiction(s) of the Principal Equipment Location; and

(iv) the Documents have been duly authorized, executed, and delivered by Customer and constitute valid, legal, and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of TrueView' remedies may be limited under applicable bankruptcy and insolvency laws and other laws related to or affecting the enforcement of creditors' rights from time to time in effect.

### 13. Customer Covenants

#### (a) Information

(aa) Liens and Encumbrances. Within three (3) days after any tax or other lien attaches to Customer's general property or the location where the Equipment is located, Customer shall notify TrueView in writing of all material information Customer possesses with respect to the lien (unless the lien has been fully discharged).

(bb) Loss and Damage. Customer shall promptly notify TrueView in writing if the Equipment is lost or damaged, if the Equipment is otherwise involved in an accident causing a personal injury or property damage, or if the Equipment experiences technical failures.

(b) Equipment (aa) Alterations, Upgrade. Customer shall not alter or modify the Equipment other than as required or recommended by TrueView in TrueView's service bulletins, service bulletin alerts (if any) or otherwise. TrueView shall diligently and promptly download all software updates made available by TrueView and implement all software and hardware corrections preconized by TrueView with respect to the Equipment.

(bb) Compliance with Operator's handbook. Customer shall strictly comply with the operator's handbook for the Equipment or other instructions provided by TrueView with respect to the use, operation, maintenance, service and storage of the Equipment.

(cc) Governmental Approvals. To the extent necessary, Customer shall procure all governmental approvals, licenses and/or certifications or other authorizations, including product or user certification, required for the export of the Equipment by TrueView to the country or state of destination of the Equipment (being the Equipment Principal Location), and refrain from re-exporting such Goods out of such country or state.

(dd) Access to Equipment. Customer shall permit TrueView to inspect the Equipment during normal business hours, if the exercise of such inspection right does not interfere with the normal operation of the Equipment or the business of Customer. Upon TrueView' request, Customer shall be required to demonstrate the operation of the Equipment to TrueView. At any time TrueView requests, Customer shall affix on the Equipment plates, tags, or other identifying labels showing that TrueView owns the Equipment in accordance with TrueView' specific instructions.

(ee) Data Processing. Customer shall refrain from processing data collected by the Equipment with any data processing tools or software other than LP360 proprietary solutions.

(ff) Flight Record. Customer shall refrain from using the Equipment for any purposes prohibited by United States law, including, without limitation, military, repression or public surveillance purposes.

(c) Qualified Personnel. Customer shall ensure that, at any given time, Customer's operators of the Equipment are certified in the operation of unmanned aerial systems and maintain their training and certification GeoCue Group, Inc 8 current and comply with all legal, regulatory or industry requirements or recommendations applicable to operators of unmanned aerial systems,

whether regarding the number of flying hours or otherwise, throughout the term of the Agreement.

#### 14. TrueView Covenants

(a) TrueView will not directly or indirectly create, incur, assume, or permit the existence of any lien attributable to TrueView on any Equipment that adversely affects or has priority over Customer's rights under the Agreement.

(b) TrueView will not, through its own actions or inactions, interfere with Customer's quiet enjoyment of the Equipment during the applicable lease term so long as an Event of Default does not exist.

#### 15. Risk of Loss; Event Of Loss

(a) For purposes of this section:

(aa) an "Event of Loss" means: (i) the loss of the Equipment or its use due to the destruction of or damage to the Equipment which renders repair uneconomical or which renders the Equipment permanently unfit for normal use by Customer; or

(ii) the theft, disappearance (including as a result of a fly away), confiscation, condemnation, or seizure of title to the Equipment which results in the loss of possession or use of the Equipment by Customer for a period in excess of five (5) consecutive days.

(bb) "Stipulated Loss Value" means TrueView's standard price for a new Equipment minus an amortization rate of higher of 2.8% per completed month of Lease. For illustrations purposes, assuming Customer entirely destroys the Equipment through its own fault 2.5 months into its Lease and the value of a new Equipment is 100, the Stipulated Loss Value would be equal to 94.4784.

(b) Customer hereby assumes and bears the entire risk of any loss, theft, damage to, or destruction of, the Equipment from any cause whatsoever from the time the Equipment is received by Customer until the Equipment is received by TrueView, including, but not limited to, an Event of Loss, except to the extent such loss, damage or destruction is exclusively caused by a defect in design, material or workmanship of the Equipment or failure to conform to the specifications set forth in the Equipment operator handbook.

For sake of clarity, Customer remains fully responsible for an Event of Loss in the event that such Event of Loss is caused, partially or exclusively by a malfunction of the unmanned aerial system carrying the Equipment, regardless of whether the Customer has purchased the malfunctioning unmanned aerial system from GeoCue Group Inc. or one of its affiliated companies.

TrueView's rights under this section remain unaffected by Customer's potential claim in connection with the sale of a potentially defective unmanned aerial system.

(c) Customer will promptly and fully notify TrueView in writing upon the occurrence of any Event of Loss. Upon receipt of such notice, TrueView shall promptly notify Customer of the Equipment's Stipulated Loss Value. Within 30 days after the receipt of the Stipulated Loss Value notice, Customer shall pay TrueView, without duplication, the sum of (x) the Stipulated Loss Value plus (y) all rental and other amounts which are due with respect to the Equipment up to the date of the Event of Loss. Upon payment of all sums due by Customer to TrueView

under the Lease (including, but not limited to the Stipulated Loss Value), Customer will have the right to elect to receive a replacement Equipment. Customer shall be liable for all shipping cost related to the provision of the replacement Equipment.