



Memorandum of Understanding between City of Deer Park and Airobotics

This Memorandum of Understanding ("MOU") is entered into this 20th day of October, 2020 by and between Airobotics and City of Deer Park ("CoDP") for the purposes specified in section 1 below. Airobotics and CoDP may be individually referred to as a "Party" and collectively as the "Parties."

Section 1. Objective

The Parties are entering into this MOU for the purpose of collecting data and/or images inside the city limits of Deer Park, Texas (which is under the responsibility and management of CoDP) as agreed by both Parties, utilizing Airobotics' proprietary system. This collection is for, but not limited to, Pre-incident assessment, pavement conditions index, drainage ditch assessment/inventory, building assessment, and water leak detection. Airobotics has developed an end to end proprietary solution, inter alia, for the collection of aerial data and images to be used by municipalities in a multitude of applications. (See appendix A for area of operation)

It is the intention of the Parties that the participation in this MOU will be mutually beneficial and will be conducted for the benefit of both parties.

Section 2. Duration and Amendments

This MOU shall take effect upon signing by the Parties and shall remain in effect until either a formal agreement is formed or this MOU is terminated. Neither Party may assign or transfer all or any portion of this MOU without the prior written consent of the other Party, except that either Party may assign this MOU without the other Party's consent in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of its assets. The MOU may be terminated by either party subject to the provisions of Section 6 below.

The provisions of this MOU may only be amended by mutual written agreement by the Parties.

Section 3. Duration and Timeline

- September 24, 2020: Meeting with both parties to discuss content of MOU
- September 30, 2020: Airobotics to present MOU.
- October 20, 2020: Present MOU to Deer Park City Council for approval
- October 13-31, 2020: Airobotics will notify business owners in the area of operation
- October 20-31, 2020: Airobotics conducts flights to collect data for POC.

This timeline is preliminary with the goal of completing all aerial operation by the end of October.



Section 4 - Intellectual Property

The Parties agree all intellectual property subject to this MOU and any Formal Agreement executed by the Parties will be addressed as follows.

Each Party owns and retains all right, title and interest, worldwide, in any and all of its Intellectual Property (namely, copyrights, patents, know-how, inventions, industrial designs, trademarks, trade names, market data and analysis and trade dress) owned by such Party prior or independently from the MOU. Any and all right, title and interest, worldwide in any and all of its Intellectual Property (namely, copyrights, patents, know-how, inventions, industrial designs, trademarks, trade names, market data and analysis and trade dress) resulting from the provisions of the Services by Airobotics hereunder shall vest solely in Airobotics.

Section 5 - Confidentiality

The existence of this MOU between the Parties is not confidential. The details of the agreement is confidential and is not to be disclosed unless required by law and only to the minimum extent required by law. All disclosures related to the set up and operation of this MOU need the approval of the other Party.

Section 6 – Termination of Formal Agreement

This MOU may be superseded by a formal and more legally comprehensive agreement or other formal agreement (a “Formal Agreement”). Under this MOU the Parties agree that either party has a right to terminate the agreement for cause or convenience by providing a minimum of 60 day notice in writing to the other party.

The Parties have caused this MOU to be executed by its duly authorized representatives, as evidence by their signatures below

CITY OF DEER PARK

AIROBOTICS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____