



1. GENERAL PROVISIONS

These Terms and Conditions constitute the agreement between [Enter Client's name and contact information and California ADI pursuant to which services. California ADI agrees to comply with all applicable terms and conditions of the Agreement between them and Client.

2. SCOPE, AMENDMENTS AND ATTACHMENTS

- 2.1 The Scope of this Agreement including California ADI services will be in a Task Order for each specific contracted project. The general format of a Task Order is shown in Attachment to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- 2.2 This document, including the Attachments referred to herein and together with any written amendments hereto which may be agreed to constitutes the entire understanding and agreement between the parties with respect to the services to be provided hereunder and supersedes all previous negotiations, commitments, writings, and agreements with respect to the subject matter hereof. The performance of services shall fully comply with the Attachments attached herein. No waiver, alteration, or amendment of any of the provisions hereof shall be binding unless in writing signed by the fully authorized representatives of the parties hereto.

3. FEES and PAYMENTS

- 3.1 Compensation for services provided by California ADI will be measured based each project package unless the parties agree otherwise in writing.
- 3.2 Payment shall be made upon completion of the services by California ADI and delivery of any electronic or hard copies of information gathered by California ADI, if that is part of the contracted services listed in the Task Order.
- 3.3 If a fee limit for a specific project is established between Client and California ADI, then the fee limit will govern the total services provided and usage of drone unless the parties agree otherwise in writing

4. INDEPENDENT CONTRACTOR STATUS

- 4.1. It is expressly understood that California ADI is an independent contractor of the Client and does not hereby hire or rent the use of any of the Client's construction material, equipment, personnel or assume any liability for the use or method of use thereof.
- 4.2. It is expressly understood that in accordance with FAA regulations, if the Drone has been registered using a Section 333 exemption for the commercial use of drones the agent of California ADI shall be the only person to operate the property of Drone Business. If the drone has been registered under Part 107 of Title 14 Code of Federal Regulations either the agent of California ADI or an agent of the Client who holds a remote pilot airman certificate with a small UAS rating or is under the direct supervision of a person who does hold a remote pilot certificate may operate the drone of Drone Business.

5.0 LICENSES, PERMITS, AND REGISTRATION

- 5.1 California ADI shall comply with all federal, state, and local laws, rules, and regulations with regard to necessary licenses, permits, and registrations in the performance of the services of this Agreement. Any regulated services performed under this Agreement shall be done by those authorized and licensed in that locality, state or nation to perform such services.
- 5.2 California ADI shall ensure that they are in compliance with the most current FAA regulations for the commercial operation of drones at the time of completing the Task Order. If the drone weighs more than 55 lbs the Drone Business shall ensure that they are in a possession of a Section 333 grant of exemption, a Certificate of Waiver of Authorization (COA), registration of the aircraft with the FAA, a pilot with an FAA airman certificate and, any other requirements of the FAA. If the drone weighs less than 55 lbs the Drone Business shall ensure that they are in compliance with Part 107 of Title 14 Code of Federal Regulations and with any other FAA requirements.

6. AUTHORITY OF AGENTS

It is agreed that, whenever authority is conferred by the terms of this Agreement upon the Client or California ADI such authority shall be exercised by individuals designated by name in writing and such authority shall not be delegated to or exercised by anyone except such named individuals; further no change or additional work may be authorized unless approved in writing by Client and California ADI.

7. CONFIDENTIALITY

California ADI understands that, in undertaking the work covered by this Agreement, that it is not authorized to make public statements or to issue information for general release concerning its role or that of Client without prior written permission of Client. California ADI agrees to maintain strict confidentiality in matters concerning the purpose, duration, or extent of surveys conducted throughout the duration of this Agreement.



Except as required by law or court order, the provisions of this clause shall apply to California ADI communications with members of the public, governmental agencies, and all other individuals or organizations.

8. INSURANCE

- 8.1. California ADI shall secure and maintain in full force and effect liability insurance and shall maintain such insurance in effect for the duration of the project or any period in which California ADI may be correcting defective work or during any applicable guarantee period and/or any applicable statute of limitations period. California ADI shall secure and maintain a standard commercial general liability policy that does not exclude the coverage of property damage or personal injury resulting from the ownership, use or, maintenance of aircrafts.

9. INDEMNIFICATION

- 9.1 California ADI shall solely be liable for and shall indemnify, defend and hold Client and its respective officers, representatives, agents and, employees harmless for all costs and damages incurred by California ADI for delays caused by the Client's interference with California ADI ability to provide services, including, but not limited to, Client's failure to provide specified facilities or information under this Agreement. If delays are caused by terrorism, fires, floods, riots, acts of God or the public enemy, or acts or regulations of any governmental agency, then the schedule commitments may be subject to change.
- 9.2 In the event either party is rendered unable, wholly or in part, by "force majeure" to perform its duties under this Agreement, then, on said party giving notice and full particulars of such "force majeure" in writing or by e-mail to the other party as soon as practical after the occurrence of the cause, the duties of said party so far as they are affected by such "force majeure" shall be suspended during the continuance of any inability so caused but for no longer period, and the effects of such cause shall so far as possible be remedied with all reasonable dispatch. The affected party shall have no responsibility for the performance of service under this Agreement during delays caused by "force majeure."

10. CLIENT INFORMATION AND PATENTS

- 10.1. California ADI agrees to treat as confidential all information of technical, commercial, and industrial nature which may be revealed during its work under this Agreement. All designs, reports, specifications, technical data, and other documents prepared shall remain the exclusive property of Client. Any reuse of such information in a manner detrimental to the interests of Client is not agreed to nor to be permitted.
- 10.2. All specifications or similar contractual documents prepared by either or both of the parties to this Agreement intended for tender by or purchase from manufacturers or suppliers of systems and equipment will contain a indemnifying Client from all liability for patent or other use infringement arising from the specifications or use of the systems or equipment so furnished.

11.0 MEANS AND METHODS

If requested, Client may provide information and guidance as to its requirements for the project and the general policies which may guide California ADI in performance of its work. This Agreement shall not be construed as imposing upon or providing California ADI the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by California ADI or the safety precautions and programs incident to the work of the subcontractors. California ADI only provides technical service and operation of drones and does not claim to have or provide construction knowledge.

12. LIABILITY

- 12.1 California ADI is liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of the manner or practice of the drone operations, which include, without limitation, the selection, licensure, upkeep, or usage of aircraft, operators, or support staff. California ADI is not liable for claims grounded in Client's business objectives and not substantially related to the manner or practice of drone operations.
- 12.2 Client additionally is not liable for any criminal acts in violation of applicable local law, state law, federal regulations or law performed by the California ADI in conducting the services of the Agreement.
- 12.3 The parties agree that this Agreement is not subject to any Uniform Commercial Code. Client will not accept those terms and conditions offered by California ADI in the rental order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing.



13. STANDARD OF CARE

- 13.1. The standard of care for all commercial drone piloting and related services performed or furnished by California ADI under this Agreement will be the highest standard care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- 13.2. California ADI or their agent shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client furnished information.

14. TERMINATION OR EXTENSION

- 14.1. This Agreement may be terminated by either party with or without cause upon ten (10) days written notice specifying the effective date of such termination. In the event of termination, California ADI shall be paid for services performed in accordance with the terms of this Agreement less any and all costs and expenses caused by D California ADI nonperformance, failed performance, or defective performance.
- 14.2. This Agreement may be extended as required upon the written consent of both parties.

15. REUSE OF DOCUMENTS/FILES

Drone Business is to provide data and image files, in electronic format only, and hard copy (upon request for an additional fee) if the contracted work was recorded. All files are part of Drone Business' instruments of service and may be used for Client's described project. Under no circumstances shall delivery of the electronic files for reuse be deemed a sale by California ADI and California ADI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

16. DISPUTE RESOLUTION

- 16.1. In an effort to resolve any conflicts that arise during the project or following the completion of the project, California ADI Clients and the Client agree to discuss any material disputes between them during the 15 days after notice of disputes. If discussions are unsuccessful in resolving the disputes, then the dispute shall be mediated unless the parties mutually agree otherwise. If mediation efforts are not successful, the parties may pursue any other legal remedies available to them under the laws of the state of (California).
- 16.2. The terms and conditions of the Agreement between California ADI and the Client will supersede and control any method of dispute resolution under this Agreement.

17. ASSIGNMENT

None of the rights and/or obligations of either party hereunder may be assigned except with the prior express written consent of the other party, and any attempted assignment without such consent shall be void. However, California ADI may subcontract any services but, subcontracting any part of the work shall not relieve the California ADI of any of its obligations or liabilities. California ADI' subcontractors shall be subject to the written approval of Client.

18. NO THIRD PARTY BENEFICIARIES

These General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party. Nothing contained in these General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Drone Business

19. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of (California). No action may be brought except in the state of (California).

20. SEVERALBILITY

The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or un-enforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CLIENT:

By: _____

The above person is authorized to sign for Owner and bind the
Owner to the terms hereof

Title: _____

Date: _____

Attest: _____

California Aerial Data Imaging

By: Hani Gadallah

Title: Founder/CEO

Date: _____

Signature : _____