# TELEDYNE FLIR DEFENSE, INC.

# UAS DEVELOPMENT KIT LICENSE AGREEMENT

THIS UNMANNED AERIAL SYSTEM DEVELOPMENT KIT (UDK) LICENSE AGREEMENT (“*Agreement*”) is a legal agreement between you, an individual or entity (“*Developer*,” “*you*” or “*your*”) and TELEDYNE FLIR DEFENSE, INC. (“*TELEDYNE FLIR*”), and governs your use of any one of a family of TELEDYNE FLIR UAS DEVELOPMENT KITs (UDKs). The terms of this Agreement apply to any updates, supplements, and/or support services (if any) for the above-mentioned UDKs unless other terms accompany those items. If so, those terms apply.TELEDYNE FLIR and Developer are referred to herein individually or collectively as a “Party” or as “the Parties”.

By good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be bound hereby agree as follows:

**TELEDYNE FLIR** has developed a family of UAS development kits (UDKs) that are made to be used with TELEDYNE FLIR Unmanned Aerial Systems (“**UAS**”). TELEDYNE FLIR has developed a licensing program (“**Licensing Program”**) whereby TELEDYNE FLIR makes available to developers the TELEDYNE FLIR UDK (as defined below) for purposes of enabling such developers to develop applications, extensions, payloads and accessories for use solely with a TELEDYNE FLIR UAS (“**Accessories**”) which the developers may then distribute and/or license to end users (“**End Users”**) or use internally to support their own business processes.

The TELEDYNE FLIR UDKis made available in connection with TELEDYNE FLIR’s Licensing Program for use by ***Developer*** in developing Accessories for use with the TELEDYNE FLIR UAS. Developer desires to use the TELEDYNE FLIR UDKfor purposes of developing Accessories, subject to and in strict accordance with the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual obligations of the Parties set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, you and TELEDYNE FLIR agree as follows:

**DEFINITIONS.** In addition to any other defined terms set forth herein, the following capitalized terms will have the meanings set forth below.

* 1. “***Affiliate(s)***” means an individual, corporation or other entity which directly (or indirectly through one or more intermediaries) controls at least twenty-five percent (25%) of the outstanding voting shares or securities, is controlled by, or is under common control with a Party to this Agreement.
	2. “***TELEDYNE FLIR API****” means any application program interface provided by TELEDYNE FLIR or contained in a TELEDYNE FLIR product.*
	3. “***TELEDYNE FLIR Documentation***” means any written or electronic documentation that is provided to Developer by TELEDYNE FLIR for use in connection with the TELEDYNE FLIR UDK.
	4. ***“TELEDYNE FLIR UDK”*** means the TELEDYNE FLIR Software, and the TELEDYNE FLIR Documentation.
	5. “***TELEDYNE FLIR Software***” means the software development tools and sample code that are provided to Developer by TELEDYNE FLIR in source code form and/or machine-readable form pursuant to this Agreement.
	6. “***Intellectual Property Right(s)***” means all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; and (v) other proprietary rights in intellectual property of every kind and nature.
	7. “***Standard Releases***” shall mean releases of the TELEDYNE FLIR UDK which may contain updates, enhancements and/or improvements authorized and made available only by TELEDYNE FLIR from time to time in TELEDYNE FLIR’s sole discretion.
	8. ***“Open Source Code”*** means any software code that is distributed as “free software” or “open source software” or that is otherwise distributed publicly in source code form under terms that permit modification and redistribution of such software.

# LICENSE.

* 1. **License Grants.** TELEDYNE FLIR hereby grants to Developer, during the term of this Agreement and subject to the terms and conditions set forth herein, a world-wide, revocable, limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to: (i) install and/or use the TELEDYNE FLIR Software for Developer’s internal use solely in the manner described in the TELEDYNE FLIR Documentation and for the sole purpose of developing, testing, and debugging Accessories; (ii) use the TELEDYNE FLIR Documentation solely for Developer’s internal use in developing, testing, and debugging Accessories; (iii) use and make calls to the TELEDYNE FLIR APIs for Developer’s internal use solely in the manner described in the TELEDYNE FLIR Documentation and for the sole purpose of developing, implementing, and using Accessories; and (iv) distribute any UDK object code embedded within an Accessory that is required for the Accessory to function (collectively, the “***License***”).
	2. **License Restrictions.** Developer agrees that the License granted in Section 2.1 above, in addition to any other limitations set forth in this Agreement, is subject to the following limitations:
		1. Developer’s right to use the TELEDYNE FLIR UDK is for purposes of developing, implementing and using Accessories solely in conjunction with a TELEDYNE FLIR UAS. Developer shall not use the TELEDYNE FLIR UDK for any other purpose, nor may Developer use the TELEDYNE FLIR UDK in connection with any other software application or product other than in connection with its Accessories. Developer may not, without TELEDYNE FLIR’s prior written consent, use the TELEDYNE FLIR UDK to create Accessories for use with non-TELEDYNE FLIR products or UAS. Developer shall not undertake, develop or distribute any Accessories or otherwise make any other product, service or other content available through its Accessories the use of which, either standing alone or in conjunction with any other software, systems, networks or data, (i) contain functionality that could be used with non-TELEDYNE FLIR products or UAS; or (ii) is for inappropriate or improper purposes, or for the purpose of interfering with the proper operation of, degrading, causing damage to, or otherwise adversely affecting the operation of any TELEDYNE FLIR or third Party software, hardware, services, systems, networks, or data. Developer may not copy the TELEDYNE FLIR UDK or any portion thereof except as permitted herein; provided that, Developer may make unmodified copies of the TELEDYNE FLIR UDK for back-up and/or archival purposes. Developer shall not alter, obscure or remove any copyright notices or any other ownership or proprietary rights notices placed on or contained in the TELEDYNE FLIR UDK, or any part thereof. Developer shall not remove any License attribution or other Open Source Code license compliance content included with the TELEDYNE FLIR UDK. The TELEDYNE FLIR UDK is licensed and not sold. All rights not expressly granted to Developer under the License are reserved by TELEDYNE FLIR, and Developer shall not take or permit any third Party to take any action with respect to the TELEDYNE FLIR UDK that is not expressly authorized under this Agreement.
		2. Developer shall not rent, lease, transfer, sublicense, sell, assign, timeshare or pledge the TELEDYNE FLIR UDK, or any portion thereof, to any third Party whether on a temporary or permanent basis, or allow any third Party to access or use the TELEDYNE FLIR UDK for any purpose, without the prior written approval of TELEDYNE FLIR. In particular, the TELEDYNE FLIR UDK remains the property of TELEDYNE FLIR, returnable upon the expiration or termination of this Agreement or upon TELEDYNE FLIR’s earlier written request. Developer shall not, either directly or indirectly, reverse engineer, translate, modify, alter, decompile, create derivates of or otherwise attempt to derive the source code of the TELEDYNE FLIR UDK, other than as expressly authorized in this Agreement. Developer may permit third Party contractors acting on its behalf and under its supervision to use the TELEDYNE FLIR UDK for the purposes authorized hereunder; however, Developer shall remain responsible for all acts and omissions of its contractor(s), including without limitation, any unauthorized use of the TELEDYNE FLIR UDK by any such contractor. A breach by Developer’s contractor of the terms and conditions of this Agreement shall be deemed a breach of this Agreement by Developer.
		3. Without prior authorization by TELEDYNE FLIR, Developer shall not use, combine, incorporate, or otherwise link or distribute the TELEDYNE FLIR UDK, or any part thereof, whether in connection with Accessories or otherwise, with any Open Source Code licensed under any terms that: (a) impose or could impose a requirement or condition that the TELEDYNE FLIR UDK, or any part thereof: (1) be disclosed or distributed in source code form; (2) be licensed for the purpose of making modifications or derivative works; or (3) be redistributable at no charge; or (b) otherwise impose or could impose any other material limitation, restriction, or condition on the right or ability of TELEDYNE FLIR, its licensors, successors, and assigns, to use or distribute the TELEDYNE FLIR UDK, or any part thereof.
1. **USE OF THE TELEDYNE FLIR UDK.** Developer acknowledges and agrees that Developer shall be responsible for all use of the TELEDYNE FLIR UDK by Developer hereunder. In particular:
	1. Developer shall use the TELEDYNE FLIR UDK only as authorized in this Agreement and as described in the TELEDYNE FLIR Documentation. All use of the TELEDYNE FLIR UDK by Developer hereunder shall strictly comply with all applicable laws and regulations, and all Accessories developed by Developer hereunder and the intended use for such Accessories shall strictly comply with all applicable laws and regulations.
	2. Developer’s Accessories and any products, services or content made available through such Accessories shall not contain any: (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software, code, or program that is likely to or is intended to: (a) have an adverse impact on the performance of; (b) disable, corrupt, or cause damage to; or (c) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purpose, any software, hardware, network, services, systems or data (collectively, “***Malware***”). Developer shall inform TELEDYNE FLIR of any Malware affecting its Accessories of which Developer becomes aware.

# 4. USE OF THE TELEDYNE FLIR API and Identity Certificates. Developer acknowledges and agrees that Developer shall be responsible for all use of the TELEDYNE FLIR API and Identity Certificates. In particular:

* 1. **4.1** Developer shall use the TELEDYNE FLIR API only as authorized in this Agreement and as described in the TELEDYNE FLIR Documentation. All use of the TELEDYNE FLIR API by Developer hereunder shall strictly comply with all applicable laws and regulations, and all Accessories developed by Developer hereunder and the intended use for such Accessories shall strictly comply with all applicable laws and regulations.

**4.2** If required to enable a UDK component, TELEDYNE FLIR will issue digitally signed Vender ID (VID) and Payload ID (PID) certificates (**“Identity Certificates”**)to Developer. Each type of payload Accessory must have its own PID. These certificates are used to identify the Developer as the developer of an Accessory. Developer agrees to use the Identity Certificates where required by the UDK and to request and use different PIDs for each type of payload Accessory. Developer agrees that such certificates are Confidential Information and must not be modified or shared with any third Party (except contractors as specifically permitted in this Agreement). Developer agrees that TELEDYNE FLIR may use Identity Certificates in a database and in UAS log information to determine the Developer of Accessories used with TELEDYNE FLIR UAS. Developer agrees that TELEDYNE FLIR may use information collected from TELEDYNE FLIR UAS using an Accessory for any purpose, including without limitation for research, product improvement, performance analysis and customer support. Developer agrees that TELEDYNE FLIR may share Accessory related performance analysis and support information with 3rd Parties (including without limitation prospects, customers and End Users).

1. **ACCESSORY TESTING, UPDATES, SUPPORT, WARRANTY, DISTRIBUTION, AND MARKETING.**
	1. **Testing.** Developer will thoroughly and professionally test Accessory for correct and safe operation with TELEDYNE FLIR UAS, especially with regards to flight safety. Developer must test against a written test plan and record the results. Developer agrees to share the test plan and results upon request from Teledyne FLIR. Developer agrees to share test results with TELEDYNE FLIR as relates to TELEDYNE FLIR products upon request.
	2. **Updates.** Developer will use commercially reasonable efforts to retest Accessory and address any issues with the Accessory operation within 30 calendar days after any TELEDYNE FLIR UAS software or firmware update. It is the Developer’s obligation to make the Accessory work with the then current version of TELEDYNE FLIR UAS software or firmware.
	3. **Support.** Developer is solely responsible for End User support of Accessory. Developer will not make any representation to End User that TELEDYNE FLIR endorses, approved, or supports Accessory.
	4. **Warranty.** TELEDYNE FLIR End User Warranty for TELEDYNE FLIR UAS products excludes any coverage for Accessories. TELEDYNE FLIR End User Warranty excludes coverage for TELEDYNE FLIR UAS where TELEDYNE FLIR determines in its sole discretion the fault is caused by an Accessory.
	5. **Distribution of Accessories.** Developer shall enter into an agreement (“***End User Agreement***”) with each End User to whom it licenses and/or distributes Accessories. At a minimum, such End User Agreement shall include terms which (i) are at least as protective of the UDK as this Agreement, (ii) restrict the use of the Accessories to legal, non-tortious uses; (iii) make the Warranty exclusions in 5.3 clear to the End User (iv) release and hold harmless TELEDYNE FLIR for any and all liability in connection with an End User’s use of the Accessories; and (v) limit any liability of TELEDYNE FLIR in connection with an End User’s use of the Accessories in accordance with the exclusions and limitations of liability set forth below.
	6. **Trademarks.** TELEDYNE FLIR may require Accessories created using the TELEDYNE FLIR UDK to display the TELEDYNE FLIR logo (the “***Logo***”) by default. When displaying the TELEDYNE FLIR Logo, the Logo must be displayed in the same manner in which the functionality of the TELEDYNE FLIR UDK causes the Logo to be displayed, and Developer agrees not to modify, alter, cut- apart, or otherwise distort the Logo in any way. TELEDYNE FLIR hereby grants to Developer, during the term and subject to the terms and conditions of this Agreement, a limited, terminable, revocable, non-exclusive, non-sublicensable, non-transferrable, royalty-free license to display the Logo as part of any Accessories, but only in the manner in which the functionality of the TELEDYNE FLIR UDK causes the Logo to be displayed. TELEDYNE FLIR reserves the right to monitor and approve all use of the Logo by Developer hereunder, as determined by TELEDYNE FLIR in its sole and absolute discretion. Other than as expressly set forth in this Section, no other right, title or interest is granted by TELEDYNE FLIR in the Logo, or in any other TELEDYNE FLIR trademarks, service marks, designs, or logos, and Developer shall not use the Logo or any other TELEDYNE FLIR trademarks, service marks, designs, or logos except as expressly authorized by this Agreement.

# 6. CONFIDENTIAL INFORMATION.

* 1. **Confidential Information.** Developer shall not disclose or use TELEDYNE FLIR’s Confidential Information (as defined below) except as provided in this Agreement. Developer may disclose Confidential Information to its agents or employees who have a need to know and who are bound in writing by confidentiality terms no less restrictive than those contained herein. Notwithstanding the foregoing, Confidential Information may be disclosed if required by law, provided, however, that Developer shall notify TELEDYNE FLIR of such requirement immediately in writing and will reasonably cooperate with TELEDYNE FLIR in obtaining a protective or similar order. “Confidential Information” means (a) the UDK and related technology, algorithms, and information contained therein, including related trade secrets; and (b) any other information, including but not limited to product plans, designs, prices, non-published financial information, business opportunities, research, development, and know-how designated as confidential at the time of disclosure or that Developer should know is confidential. “Confidential Information” does not include information that (i) can be demonstrated by written records was in Developer’s possession prior to disclosure by TELEDYNE FLIR; (ii) is or becomes publicly known or readily ascertainable without breach of this Agreement; (iii) is lawfully received by Developer from a third Party without an obligation of confidentiality; (iv) is disclosed by TELEDYNE FLIR to a third Party without an obligation of confidentiality on the part of the third Party; (v) is independently developed by Developer; or (vi) is disclosed by Developer with TELEDYNE FLIR’s prior written consent
	2. **Return of Confidential Information.** Upon TELEDYNE FLIR’s written request, Developer shall promptly return or destroy all of TELEDYNE FLIR’s Confidential Information.
1. **FEEDBACK.** Developer shall promptly report to TELEDYNE FLIR all bugs, malfunctions or other defects discovered by Developer in connection with its use of the TELEDYNE FLIR UDK, and Developer may further provide suggestions, comments or other feedback to TELEDYNE FLIR based on such use of the TELEDYNE FLIR UDK. All information regarding any bugs, malfunctions or defects and all such suggestions, comments or other feedback provided by Developer hereunder are herein referred to as “***Feedback***.” Developer acknowledges and agrees that TELEDYNE FLIR shall be the sole and exclusive owner of all right, title and interest in the Feedback, including without limitation, all trade secrets, know-how, patents, copyrights or other Intellectual Property Rights embodied in the Feedback. Developer intends that the Feedback, including any part thereof, be deemed “works made for hire” of which TELEDYNE FLIR shall be deemed the author. If for any reason any such Feedback is not deemed “works made for hire” or if for any reason ownership of the Feedback, including without limitation, all Intellectual Property Rights associated therewith, is not otherwise fully vested in TELEDYNE FLIR as a result of such designation, Developer hereby irrevocably assigns to TELEDYNE FLIR all of Developer’s right, title, and interest in and to any and all of such Feedback, whether arising from copyright, patent, trademark, trade secret, or any other intellectual property law or doctrine. If any right (including, without limitation, any moral right) in such Feedback cannot be assigned, Developer hereby waives enforcement anywhere in the world of such right against TELEDYNE FLIR and exclusively and perpetually licenses such right to TELEDYNE FLIR, its licensees, successors and assigns.

# EXPORT RESTRICTIONS.

* 1. **Export Restrictions.** Developer acknowledges and agrees that the TELEDYNE FLIR UDK may be subject to all applicable government laws and regulations including all applicable export, import and/or use controls including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. Developer shall not export, re-export, import, use or transfer the TELEDYNE FLIR UDK except in compliance with all the applicable laws and regulations of the countries and/or territories from which the TELEDYNE FLIR UDK is being exported or to which the TELEDYNE FLIR UDK is being imported. At a minimum, the TELEDYNE FLIR UDK shall not be exported to: (i) any country subject to U.N. Security Council embargo or action; (ii) to countries subject to U.S. economic sanctions and embargoes; or (iii) to persons or entities prohibited from receiving U.S. exports or items or material originating from the U.S.

# REPRESENTATIONS AND WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY.

* 1. **Disclaimer.** TELEDYNE FLIR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TELEDYNE FLIR UDK, THE CONFIDENTIAL INFORMATION, AND/OR THE LOGO AND DEVELOPER ACKNOWLEDGES AND AGREES THAT THE SAME IS BEING PROVIDED HEREUNDER “AS IS” AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THE FOREGOING PROVISIONS ARE IN LIEU OF ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF NON-INFRINGEMENT), AND ALL SUCH REPRESENTATIONS OR WARRANTIES ARE EXPRESSLY DISCLAIMED. TELEDYNE FLIR SHALL HAVE NO LIABILITY, WHETHER TO DEVELOPER OR TO DEVELOPER’S END USERS, ARISING OUT OF DEVELOPER’S USE OF THE TELEDYNE FLIR UDK, THE CONFIDENTIAL INFORMATION, THE LOGO, AND/OR DEVELOPER’S ACCESSORIES, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE.
	2. **Limitation of Liability.** IN NO EVENT SHALL TELEDYNE FLIR OR ITS LICENSORS BE LIABLE TO DEVELOPER, ANY END USER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT DOWNTIME, EVEN IF TELEDYNE FLIR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE THEORY OF LIABILITY UNDER WHICH ANY SUCH DAMAGES ARE SOUGHT. IN THE EVENT THAT ANY LIABILITY IS IMPOSED ON TELEDYNE FLIR FOR ANY REASON WHATSOEVER, THE AGGREGATE AMOUNTS PAYABLE BY TELEDYNE FLIR BY REASON THEREOF SHALL NOT EXCEED THE TOTAL AMOUNT OF $50 USD. Developer acknowledges that the foregoing limitations are an essential element of the Agreement between the Parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

# 10. INDEMNITY.

1. Developer hereby agrees to defend, indemnify and hold harmless TELEDYNE FLIR and its successors, Affiliates, and assigns, and their respective current and former officers, directors, members, stockholders, licensors, agents, employees, and attorneys (the “***Indemnified Parties***”) for, from, and against any and all Indemnified Claims. “***Indemnified Claims***” means any and all actions, allegations, causes of action, suits, proceedings, claims, demands, judgments, settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation TELEDYNE FLIR’s reasonable attorneys’ fees and costs) and those necessary to interpret or enforce this Section arising out of or relating to: (i) any breach by Developer of any provision of this Agreement, including without limitation, any representations, warranties or covenants set forth herein; (ii) any misrepresentation, fraud, misconduct, or violation of applicable laws and regulations arising out of Developer’s or its representatives or agents’ acts or omissions relating to this Agreement and/or Developer’ use of the TELEDYNE FLIR UDK; (iii) any negligent act or omission of Developer or its representatives or agents relating to this Agreement and/or Developer’s use of the TELEDYNE FLIR UDK; (iv) any License Agreement between Developer and its End Users, including without limitation, any breach or violation by Developer thereof; (v) any tortious acts or other injury or damage to persons or property (including death) arising from or related to: (a) the misuse or unauthorized use of the Logo (or any other TELEDYNE FLIR trademarks, service marks, designs or logos) or the TELEDYNE FLIR UDK, or any portion thereof, include without limitation, any use of the TELEDYNE FLIR UDK in violation of this Agreement; or (b) any Accessories, or any products, service or content made available through such Accessories; or (vi) the infringement, violation or misappropriation (including any allegations thereof) of any Intellectual Property Rights, including without limitation, any patent, design, industrial design, copyright, trade secret or trademark or other third Party proprietary right of any kind to the extent based on: (a) the Accessories or the use thereof, or the combination of the Accessories with any other hardware, software, system, or service; (b) any product, service or content made available, or required to be made available through the Accessories; or (c) Developer’s combination of the TELEDYNE FLIR UDK or any portion thereof with any hardware, software, system, or service. Developer will defend the Indemnified Parties from any and all Indemnified Claims, will pay all reasonable attorneys’ and expert witness fees and costs relating to such defense, and will, except as otherwise set forth in this Section, take all actions and conduct all proceedings in connection with such defense as required to settle or defend such Indemnified Claims, including without limitation the employment of counsel reasonably satisfactory to TELEDYNE FLIR.
	1. TELEDYNE FLIR will provide Developer with notice of any Indemnified Claims. At Developer’s expense, TELEDYNE FLIR will provide reasonable cooperation to Developer in connection with the defense or settlement of any such Indemnified Claims. Developer may not settle any Indemnified Claims on TELEDYNE FLIR’s behalf without first obtaining TELEDYNE FLIR’s written permission. Notwithstanding this Section, TELEDYNE FLIR will have the right to immediately assume sole responsibility and control over the defense of any such Indemnified Claims and Developer acknowledges and agrees that TELEDYNE FLIR’s exercise of such responsibility and control shall not relieve Developer of its indemnity obligations set forth in this Section.

# TERM AND TERMINATION.

* 1. **Term.** This Agreement shall commence as of the last date signed below (the “***Effective Date***”) and shall continue until terminated in accordance with this Section.

# 11.2 Termination.

* + 1. This Agreement may be terminated by TELEDYNE FLIR upon the breach by Developer of any other term, provision, covenant, representation or warranty set forth in this Agreement if the breach remains uncured for a period of ten (10) calendar days after the date TELEDYNE FLIR provides notice thereof to Developer. This Agreement may be terminated by either Party by providing sixty (60) days advance notice to the other Party.
		2. This Agreement may be terminated by TELEDYNE FLIR if in TELEDYNE FLIR’s sole judgement the use of Appliance creates an unacceptable risk of an accident or a TELEDYNE FLIR UAS malfunction.
		3. This Agreement may be terminated by TELEDYNE FLIR if in TELEDYNE FLIR’s sole judgement Developer’s business, behavior, or existence of this Agreement represents a reputational or business risk to TELEDYNE FLIR.
		4. This Agreement may be terminated by Developer by providing notice to TELEDYNE FLIR.
		5. Upon the termination, expiration or cancellation of this Agreement, regardless of the cause (including, without limitation, termination by Developer), all rights granted to Developer hereunder, including without limitation the License, shall immediately and automatically cease and Developer shall: (a) cease all use of and/or access to the TELEDYNE FLIR UDK; (b) return to TELEDYNE FLIR or destroy, at TELEDYNE FLIR’s option and at Developer’s expense, the TELEDYNE FLIR UDK; and (c) certify in writing to TELEDYNE FLIR that Developer has taken the actions required in this Section. Developer shall have no right to use, license, and/or distribute any Accessories following the termination of this Agreement. Provisions of this Agreement that by their terms, nature or context are intended by the Parties to survive the termination, expiration or cancellation of this Agreement shall do so.

# 12. GENERAL PROVISIONS.

* 1. **Entire Agreement.** This Agreement represents the entire understanding of the Parties as of the Effective Date with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the Parties relating thereto. No modification, alteration, wavier, or change in any of the terms of this Agreement shall be valid or binding upon the Parties unless made in writing and executed by each of the Parties. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Neither this Agreement nor any interest herein is assignable by Developer without the prior written consent of TELEDYNE FLIR. The failure of any Party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right. Nothing herein contained shall be deemed to create an agency, joint venture or partnership relation between the Parties hereto. It is understood and agreed that Developer is not, by reason of this Agreement or anything herein contained, constituted or appointed the agent or representative of TELEDYNE FLIR for any purpose whatsoever, nor shall anything herein contained be deemed or construed as granting to Developer any right or authority to assume or to create any obligation or responsibility for, on behalf of, or in the name of TELEDYNE FLIR, or to bind TELEDYNE FLIR in any way or manner whatsoever. The Parties do not intend to confer any right on any third Party.
	2. **Governing Law.** This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the jurisdiction indicated below (the “Jurisdiction”), without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and the Parties irrevocably submit to the jurisdiction of those courts. The Parties agree that venue in any action arising under this Agreement shall be exclusively in state or federal courts located in the Jurisdiction indicated below. The Parties hereby expressly agree to the personal jurisdiction of such courts over them and waive any claim that such forum is an inconvenient forum. The rights and obligations of the Parties to this Agreement will not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, 1980. If Developer’s address in the Acknowledgement is in the Americas, the Jurisdiction is the State of New York in the U.S., if in the European Union or EEA countries, the Jurisdiction is Belgium and, for all other Developers, the Jurisdiction is England.
	3. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by prepaid overnight courier, sent by certified or registered mail, or sent by email or by facsimile transmission. Notices to Developer will be sent to the email or address on file with TELEDYNE FLIR. Notices to TELEDYNE FLIR and Developer must be sent to the address set forth below by prepaid overnight courier or certified mail:

TELEDYNE FLIR DEFENSE, INC.

Attention: Legal Department

27700 SW Parkway Ave, Wilsonville, Oregon 97070

Developer

Attn:

Address

Address

**IN WITNESS WHEREOF,** each Party has caused this Agreement to be executed on its behalf by a duly authorized representative as of the Effective Date.

|  |
| --- |
| **Signature** |
|  |
| **Signer’s Name** |
|  |
| **Signer’s Title** |
|  |
| **Date signed** |

**TELEDYNE FLIR DEFENSE, INC.**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Signature** |  | **Signature** |
|  |  |  |
| **Signer’s Name** |  | **Signer’s Name** |
|  |  |  |
| **Signer’s Title** |  | **Signer’s Title** |
|  |  |  |
| **Date signed** |  | **Date Signed** |

**DEVELOPER**