

## **AGREEMENT FOR UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES**

This Agreement for Unmanned Air Support as a Service (UASaaS) Program for Drone Response Services (“**Agreement**”) is entered into on October 1, 2024 (“**Effective Date**”), by and between Aerodome, Inc., a Delaware corporation having its principal place of business at 56 Crosby St, NY, NY 10011 (“**Aerodome**”) and City of Redondo Beach, with an address of 415 Diamond St, Redondo Beach, CA 90277 (“**Customer**”).

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Aerodome is in the business of providing unmanned drone services and equipment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Aerodome agree as follows:

### **1. DEFINED TERMS**

Capitalized terms used in this Agreement have the meanings set forth in this Section 1, or as defined elsewhere in this Agreement.

1.1 “**Authorized Users**” means any user of the Aerodome Products, Documentation, and/or Equipment with the explicit, implicit, or tacit authorization of Customer.

1.2 “**Confidential Information**” has the meaning set forth in Section 21 (Confidential Information) of this Agreement.

1.3 “**Documentation**” means any documents, information, directions, explanations, or material, concerning the Equipment and/or the Aerodome Products, produced by or for Aerodome, for the use of the Equipment and/or Aerodome Software, in whatever form, and including without limitation the Specifications.

1.4 “**Equipment**” has the meaning set forth in Section 2.1 of this Agreement.

1.5 “**Intellectual Property Rights**” means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof. “**Mark**” means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

1.6 “**Aerodome Products**” means the Aerodome Software and the Aerodome Website Portal.

1.7 “**Aerodome Software**” means the primary software licensed to allow users to interface with the drone, view the live stream, and send commands to the drone during active situations.

1.8 “**Specifications**” means those standards by which the Equipment and Aerodome Products must be operated, as set forth in Schedule B attached hereto and incorporated herein by reference.

1.9 “**Unmanned Air Support as a Service Fees**” has the meaning set forth in Section 8 (Prices and Fees) of this Agreement.

1.10 “**Website**” means the websites of Aerodome, Inc., the primary web page URL of which is <https://www.aerodome.com/>.

1.11 “**Computer Aided Dispatch System (CAD)**” means the system used by the Customer's Department to dispatch and manage emergency response unit

1.12 “**Statement of Work**” means the scope of services, deliverables, and expectations described in Exhibit A of this Agreement. The Statement of Work (SOW) is attached hereto and incorporated reference as Exhibit A.

## 2. UNMANNED AIR SUPPORT A SERVICE SALE

2.1 Lease of Equipment. Aerodome shall lease to Customer the unmanned systems and related equipment described in the SOW (the “**Equipment**”) at the price described in Exhibit A upon the terms and conditions set forth in this Agreement. Aerodome maintains ownership of all the Equipment. Each year, as specified in the SOW, the Customer will be provided with a designated number of batteries set forth in the SOW. Customer may purchase replacement Equipment (e.g., battery replacement prior to 500 cycles, hardware damaged due to Customer’s error, etc.) at Aerodome’s then current list price, which will be made available to Customer upon request.

2.2 Licenses to Aerodome Software and Aerodome Website Portal. Subject to the terms and conditions hereof and compliance therewith, Aerodome hereby grants to Customer, during the term of this Agreement, a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to use the Aerodome Software, solely as installed in the Equipment (in the number of copies equal to one per drone, as such number of drones is set forth in the SOW and as such Equipment is delivered to Customer in accordance with this Section 2, solely on Customer’s premises at the address set forth in the preamble hereto, and solely for Customer’s internal business purposes). Subject to the terms and conditions hereof and compliance therewith, Aerodome grants to Customer a limited, nonexclusive, revocable, non-transferable, non-sublicensable right during the Term to access and use the Aerodome Website Portal by means of login functionality located on the Aerodome Websites.

2.3 FAA Regulatory Waivers. Aerodome agrees to comply with all Federal Aviation Administration (FAA) regulations and to obtain any necessary waivers for legal drone operations, particularly for specialized operations such as Beyond Visual Line of Sight (BVLOS). Aerodome will facilitate the appropriate transfer and application of these waivers to the Customer's operations, ensuring adherence to FAA conditions and requirements. Aerodome shall provide monthly reports to the Customer on the status of all FAA regulatory waivers and approvals. In the event of any delay or issue in obtaining necessary waivers, Aerodome shall notify the Customer within 5 business days and provide a detailed plan to resolve the issue.

2.4 Delivery. Aerodome shall make the Equipment available to Customer at Customer’s address set forth in this Agreement. Aerodome shall be responsible for the risk of loss or damage to the Equipment until it is delivered to and accepted by the Customer. Aerodome shall maintain insurance coverage sufficient to cover the replacement cost of the Equipment during transit.

Transportation and use of the Equipment after delivery at the Delivery Point and Customer's acceptance of the Equipment shall be entirely at Customer's own risk and expense. Upon acceptance of the Equipment, the Customer shall assume responsibility for any loss or damage resulting from use, excluding normal wear and tear, manufacturer defects, or operational failures due to a breach of warranty or otherwise falling under Aerodome's maintenance obligations as expressly set forth in this Agreement, including but not limited to Section 22. Notwithstanding the foregoing, the Customer acknowledges that as of the Effective Date, Customer has received and accepted all Equipment. In the event that Customer disassembles the Equipment to facilitate transportation, Aerodome shall bear no responsibility for reassembly of the Equipment. If for any reason Customer fails to accept delivery of the Equipment by the date fixed pursuant to Aerodome's notice stating that the Equipment is available at the Delivery Point, or if Aerodome is unable to make the Equipment available at the Delivery Point within a reasonable time after the Delivery Date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, licenses, or authorizations: Aerodome, at its option, may store the Equipment until collected by Customer.

2.5 Pilot Services. Upon Customer's request, Aerodome will make available an employee or independent contractor pilot (each a "**Pilot**") available to Customer for purposes of operating the Equipment (hereafter the "**Pilot Services**"). The Pilot Services shall be considered part of the "Services" (as defined below). When operating the Equipment, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer's use of the Pilot Services shall not alleviate any of Customer's obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer's premises. Aerodome shall ensure that all third-party pilots contracted by Aerodome to provide services under this agreement are trained to operate Aerodome's platform. Aerodome shall provide the Customer with proof of training for all pilots within thirty (30) days of Customer's written request.

2.6 Autonomous Response Capability. The Equipment provided under this Agreement includes the ability to autonomously launch and respond to emergency calls based on information received from the Customer's Computer Aided Dispatch System (CAD). This includes automatic dispatch and real-time coordination with CAD data to optimize response times and increase operational efficiency.

### 3. **LOSS AND DAMAGE OF LEASED EQUIPMENT**

Except as otherwise provided herein, Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all leased equipment, from any use outside of the guidelines and procedures outlined in Schedules A and B, and FAA regulations. This includes situations where the pilot engages emergency measures, such as disabling geofences or Return to Home features, to manage an emergency. However, if such emergency measures are executed in compliance with Aerodome's protocols and result in unavoidable damage, the Customer's responsibility shall be limited to the extent that the damage was not a result of negligence or willful misconduct on the part of the Customer or its agents.

LOSS OR DAMAGE TO THE EQUIPMENT, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS LEASE AGREEMENT when the loss is a result of the customers operation. Customer's obligations with respect to this Section 3 shall commence upon delivery and Customer's acceptance of the equipment.

Customer agrees to immediately notify Aerodome of any accident or event of loss or damage involving the equipment. The notification shall include any information as may be pertinent to Aerodome's investigation of such accident, loss, or damage, or which Customer may reasonably require.

#### 4. **USE RESTRICTIONS**

4.1 Protection of Equipment. Customer acknowledges and agrees that the design, construction, and internal components, and other elements, of the Equipment provided under this Agreement are Confidential Information (and may include valuable trade secrets) and, as such, is protected under the terms of this Agreement. Disclosure of such would cause Aerodome irreparable injury and damage. To ensure the protection of such information, Customer acknowledges that it is a reasonable precaution not to, and Customer agrees not to, open or disassemble or reverse engineer the Equipment, nor any piece or component thereof, nor to otherwise investigate the internal components and operations of any of the Equipment. Customer agrees to use reasonable precautions to protect the Equipment from theft, inspection, investigation, discovery of the Equipment's components, design, construction, and/or other elements, and any unauthorized use.

5. Use Restrictions. During the Term hereof, Customer shall not use the Equipment, Aerodome Products, and/or Documentation for any purposes except as set forth in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Aerodome Products and/or Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Aerodome Products and/or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Aerodome Products and/or Documentation, in whole or in part; (iv) reverse engineer, disassemble, or gain access to the interior components of the Aerodome Products and/or Documentation; (v) remove any proprietary notices from the Aerodome Products and/or Documentation; (vi) use the Aerodome Products and/or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law; or (vii) build a product or service that is competitive with Aerodome Products. Notwithstanding the above restrictions, the Customer may engage in activities not expressly authorized in this Agreement, provided that such activities are approved in advance by Aerodome in writing.

6. Customer is responsible and liable for all uses of the Aerodome Products and/or Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

#### 7. **PREPARATION SERVICES**

Aerodome agrees to provide the services set forth in Schedule A, attached hereto and incorporated herein (the “**Services**”). Customer agrees to cooperate and abide by the requirements and standards, as set forth in such Schedule A and in this Agreement.

#### 8. **UNMANNED AIR SUPPORT AS A SERVICE FEES**

8.1 Unmanned Air Support as a Service Price. The SOW dictates the equipment, software, personnel, and services. Customer shall pay Aerodome by check within 45 days of its receipt of the invoice that complies with the requirements set forth in this Agreement in \$USD funds, following the execution of the Agreement.

8.2 Compensation Amount. Provided Aerodome is not in default under this Agreement, Aerodome shall be compensated as follows:

(a) For the period from October 1, 2024 to June 30, 2025, the compensation shall be \$180,000. This rate shall apply while the Equipment is operating as DFR 1.0, which does not include the FAA Part 107.31 beyond visual line of sight (BVLOS) waiver.

(b) Following the term outlined in subsection (a), and upon mutual agreement that the Equipment is operating as DFR 2.0, including remote, BVLOS flight operations without a rooftop spotter, and provided that the technology required to operate the Equipment in this manner is fully functional at the time of receiving the FAA Waiver, the compensation shall increase to \$275,000 per year, starting with the proximate month after obtaining the waiver. If the FAA Waiver has not been obtained, the Term shall continue at a fee of \$180,000 per year. Once the FAA waiver has been obtained, the fee will increase to \$275,000 per year, with the adjustment prorated based on amounts already paid by Customer and the months left in that Term year. By way of example, if the waiver is obtained in month 18 and Customer has remitted the \$180,000 annual fee for year 1, and the \$180,000 for year 2, then the fees will be adjusted such that Customer shall be responsible for remitting an additional \$47,500 for the remaining 6 months of year 2, and the annual fee of \$275,000 for year 3.

(c) The determination of whether the technology required to operate the Equipment BVLOS without rooftop observers, is fully functional shall be made jointly by a designated representative of Aerodome and a designated representative of the Customer in writing.

8.3 Aerodome shall provide prorated refunds for any unused months remaining in the Term if the Agreement is terminated for convenience by other party with thirty (30) days written notice. Additionally, credits shall be applied at the end of the Term for any periods where the system was non-operational or fails in accordance with the terms outlined in Section 22 of the Agreement. The prorated amount shall be calculated based on the number of days or months remaining in the billing period for which the services were not available.

8.4 Method of Payment. Aerodome shall provide annual invoices to the Customer for approval and payment. An adjustment invoice will also be provided after receipt of the FAA Waiver. Invoices must be adequately detailed, and based on accurate records. Aerodome may be required to provide back-up material upon request to the extent applicable.

8.5 Invoice Submission and Details. Invoices must be submitted monthly and must include the following details:

- (a) Date of invoice and billing period.
- (b) Detailed description of services rendered.
- (c) Compensation rate applicable for the period
- (d) Total amount due.

8.6 Credit Memo. To the extent a credit is due based on the system being non-operational in accordance with Section 22 herein, then Aerodome shall issue a credit memo memorializing the additional credit days provided, which credits shall be applied after the completion of the Term. In the event the City, at its sole discretion, elects not to extend the Agreement or enter into a

new agreement with Aerodome, any unused credits at the termination or expiration of the Agreement shall be refunded to the Customer within thirty (30) days of the termination or expiration date.

8.7 Payment Terms. Except as expressly set forth in this Agreement, the prices and fees set forth herein are non-refundable and non-cancelable.

8.8 Taxes. The Unmanned Air Support a Service Price are non-cancelable and non-refundable. Aerodome shall be responsible for all such charges, costs, and taxes, provided that Customer shall not be responsible for any taxes imposed on, or with respect to, Aerodome's income, revenues, gross receipts, personnel, or real or personal property or other assets.

## 9. **TERM.**

9.1 The term of this Agreement commences on the October 1, 2024 and continues until June 30, 2025 (the “**Initial Term**”).

9.2 Auto Renewal. Subject to the adjustments set forth in Section 8.2(b) above relating to receipt of the FAA Waiver, this Agreement shall automatically renew for subsequent one-year terms, up to a maximum of two years (each a “Renewal Term”), at a rate of \$275,000 per year, payable in advance, unless Customer provides written notice of nonrenewal at least thirty (30) days prior to the expiration of the current term. For the avoidance of doubt, the renewal rate of \$275,000 shall only apply after the receipt of the FAA Wavier and the Equipment and Aerodome Software is fully operational permitting such beyond visual line of sight, without rooftop observers, operation. Such written notice of nonrenewal shall be deemed valid if executed by the Customer’s Chief of Police. The total duration of the Agreement, including renewals, shall not continue beyond June 30, 2027.

## 10. **TERMINATION**

10.1 Termination for Cause. In addition to any remedies that may be provided in this Agreement, during the term from period from October 1, 2024 to June 30, 2025, either Party may terminate this Agreement with immediate effect upon written notice to the other Party, if: (i) Customer fails to pay any amount when due under this Agreement, and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment; (ii) Customer or Aerodome is in material breach of this Agreement, and such breach continues for sixty (60) days after the breaching Party’s receipt of written notice of breach. Provided however that the breaching Party has the right to cure the breach within the 60-day period, except in the case of non-payment; (iii) Customer or Aerodome becomes insolvent, files a petition for bankruptcy, or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (iv) there are no then-active Proposals.

10.2 Termination for Convenience. Either Party may terminate this Agreement without cause, during the term from July 1, 2025 to June 30, 2027, with thirty (30) days written notice. A prorated refund shall be provided to the Customer for any used months remaining in the Term if Aerodome terminates for convenience. If Customer terminates for convenience, Customer shall be responsible for all payments up to the effective date of termination.

10.3 Post-termination. Following any termination, expiration, or cancellation of this Agreement or the licenses granted herein: (i) immediately upon receipt of Aerodome’s instructions, Customer will destroy or send to Aerodome (at Customer’s expense) all copies of the Aerodome Software and the Documentation; (ii) Customer’s rights to continue to use the Aerodome Products and Documentation shall immediately cease; (iii) all of Aerodome’s obligations hereunder shall cease; (iv) all

Equipment will be returned to Aerodome at the address provided at that time. As needed to accomplish the return and/or destruction of the Aerodome Software, Aerodome may, in its sole discretion and at Customer's expense, provide services to assist Customer.

10.4 Survival. Upon termination or expiration of this Agreement, all Sections of this Agreement which by their context or nature are intended to survive such expiration or termination, shall so survive, including without limitation, Sections 13-23. This includes, but is not limited to, provisions related to confidentiality, indemnification, and limitation of liability. The termination of this Agreement for any reason will not release either Party from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

## 11. LIMITED WARRANTY

Aerodome warrants that during the applicable Term ("**Warranty Period**"), the Equipment and Aerodome Products (including all modifications, updates, and upgrades thereto) obtained pursuant to such SOW, when installed, operated, and used as recommended in the documentation (including the specifications) and in accordance with the terms of this Agreement will perform substantially in accordance with the documentation and that all Equipment provided by Aerodome will be free from any manufacturer's defects during the Warranty Period. In the event the equipment is defective, Aerodome shall repair or replace such equipment. Such limited warranty set forth above shall only apply if Customer (i) notifies Aerodome in writing of the warranty breach before the expiration of the Warranty Period; (ii) has promptly installed all updates, upgrades, and/or maintenance releases previously made available by Aerodome; and (iii) as of the date of notification, is in compliance with all terms and conditions of this Agreement (including the payment of all prices and fees then due and owing). Furthermore, such warranty as forth above shall not apply to the extent that the alleged breach and/or infringement arises and/or results from: (i) combination, operation, or use of the Equipment and/or Aerodome Products in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Aerodome or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Aerodome in writing; (ii) modification of the Equipment and Aerodome Products other than: (a) by Aerodome in connection with this Agreement; or (b) with Aerodome's express written authorization and in strict accordance with its written directions and specifications; (c) use of any version of the Equipment and/or Aerodome Products other than the most current version or failure to timely implement any modification, update, and/or replacement of such made available by Aerodome; (d) negligence, abuse, misapplication, or misuse of the Equipment and/or Aerodome Products or Documentation; (e) use of the Equipment, Aerodome Products, and/or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to the Documentation or Aerodome's instructions; (f) events or circumstances outside of Aerodome's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); and/or (iii) Open source components or other third-party materials.

## 12. WEBSITE SERVICE LEVEL

Aerodome will use commercially reasonable efforts to ensure the accessibility of the Aerodome Website Portal and to ensure that updates to the foregoing shall not degrade its functionality, capabilities, or features. Aerodome will give Customer advance notice prior to initiating an unplanned maintenance operation, and such notice shall indicate the estimated timing of such unplanned maintenance operation.

## 13. DISCLAIMER

NO WARRANTY SHALL APPLY TO (I) DEFECTS, ERRORS, DAMAGES, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE NECESSITATED BY CUSTOMER'S

OR USER'S SYSTEM, COMPUTERS, SERVERS, AND/OR OTHER EQUIPMENT DUE TO CUSTOMER'S NEGLIGENCE; (II) ANY ACT OR OMISSION BY ANYONE OTHER THAN CUSTOMER; (III) POWER SHORTAGES, IRREGULARITIES, BUGS, GLITCHES, INACCURACIES, OR FAILURES NOT DUE TO THE FAULT OF AERODOME NOR DUE TO A DEFECT IN THE EQUIPMENT OR AERODOME PRODUCTS; (IV) MODIFICATIONS OF THE EQUIPMENT AND AERODOME PRODUCTS BY ANYONE OTHER THAN AERODOME; OR (V) ANY OTHER CAUSE BEYOND AERODOME'S REASONABLE CONTROL. NOTWITHSTANDING THE FOREGOING, IF ANY EQUIPMENT IS DAMAGED DUE TO CUSTOMER'S NEGLIGENCE OR OTHER FAILURE TO ADHERE TO THE TERMS OF THE AGREEMENT, AERODOME WILL REPAIR OR REPLACE SUCH EQUIPMENT AT CUSTOMER'S EXPENSE.

EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 11 (WARRANTIES) HEREOF, THE EQUIPMENT, AERODOME SOFTWARE, AERODOME PRODUCTS, DOCUMENTATION, SERVICES, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS." EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 11 (LIMITED WARRANTY) HEREOF AND WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMER SET OUT IN THE FIRST SENTENCE OF THIS SECTION 13, AERODOME HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY (INCLUDING WITHOUT LIMITATION ALL UCC STATUTES), OR OTHERWISE, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 11 (LIMITED WARRANTY) HEREOF, AERODOME DOES NOT WARRANT THAT THE AERODOME SOFTWARE AND/OR AERODOME PRODUCTS ARE FREE FROM ERROR OR HARMFUL CODE AND/OR WILL RUN PROPERLY ON, AND/OR INTEROPERATE WITH, ALL HARDWARE AND/OR OPERATING SYSTEMS, THAT SUCH WILL MEET THE REQUIREMENTS OF CUSTOMER, OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR ANY USER OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

AERODOME SHALL NOT BE LIABLE WHATSOEVER FOR DAMAGES CAUSED BY OR ARISING FROM DEFECTS OR MALFUNCTIONS STEMMING FROM DRONES MANUFACTURED BY THIRD PARTIES AND LEASED VIA AERODOME. CUSTOMER'S SOLE REMEDY IN SUCH INSTANCE IS LIMITED TO REPLACEMENT OR REPAIR OF THE DEFECTIVE EQUIPMENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

#### **14. LIMITATION ON LIABILITY**

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES,



TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES) IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID BY CUSTOMER TO AERODOME HEREUNDER FOR 12 MONTHS UNDER THE THEN CURRENT TERM UNDER THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, THE LIMITATION ON LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO ANY DAMAGES, LOSSES, OR LIABILITIES ARISING OUT OF OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AERODOME. FOR PURPOSES OF THIS AGREEMENT, GROSS NEGLIGENCE MEANS "A SEVERE DEGREE OF NEGLIGENCE TAKEN AS RECKLESS DISREGARD. IT IS THE LACK OF SLIGHT DILIGENCE OR CARE, INDICATING A SUBSTANTIAL DEPARTURE FROM THE STANDARD OF CARE WHICH A REASONABLE PERSON WOULD EXERCISE IN SIMILAR CIRCUMSTANCES. IT INVOLVES CONDUCT THAT IS EXTREME COMPARED TO ORDINARY NEGLIGENCE, SHOWING A WILLFUL DISREGARD FOR THE SAFETY OR RIGHTS OF OTHERS".

#### 15. INDEMNIFICATION.

15.1 Aerodome's Indemnification. Aerodome agrees to defend, indemnify, and hold harmless the Customer and its affiliates, including their employees, contractors, directors, suppliers, and representatives (collectively, "Aerodome Indemnitees"), from any third-party claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees ("Losses"), arising from or related to:

(a) Allegations that the Aerodome Product infringes or misappropriates third party intellectual property rights.

(b) Bodily injury or property damage caused by Aerodome's negligence, Gross Negligence, or willful misconduct.

(c) Regulatory fines or penalties resulting from Aerodome's failure to comply with applicable FAA regulations, provided the Customer uses the products in accordance with Aerodome's guidelines. Aerodome shall promptly inform the Customer within thirty (30) days upon becoming aware of any such claim, providing details of the claim and the proposed response.

15.2 Infringement Response. In response to an infringement claim, Aerodome will, at its expense, either:

(a) Secure the right for the Customer to continue using the Product,

(b) Replace or modify the Product to make it non-infringing while maintaining equivalent functionality, or

(c) If neither option is feasible, terminate this Agreement and refund any pre-paid but unused fees to the Customer.

15.3 Aerodome's obligations under this section do not apply if the infringement claim arises from:

(a) Customer Data or materials not created by Aerodome,

(b) Products made to Customer specifications,

(c) Modifications made to the Product after delivery by Aerodome, unless authorized by Aerodome,

(d) Combinations with other products or materials not provided by Aerodome,

(e) Continuation of infringing use by the Customer after being notified of the infringement;

(f) Customer's non-compliant use of the Product, specifically failing to follow Aerodome's safety protocols and operational guidelines, instructional documentation and training, using the product for purposes not intended or approved by Aerodome, ignoring Aerodome's maintenance schedules or procedures, or combining the product with unauthorized third-party components or systems.

15.4 Customer's Indemnification. The Customer shall defend, indemnify, and hold harmless Aerodome and its affiliates, including their employees, contractors, directors, suppliers, and representatives (collectively, "Customer Indemnitees"), from Losses arising from:

(a) The Customer's use of the Aerodome Product, including without limitation, unauthorized modifications or combinations of the Aerodome Product, as described in Section 15.3(f), except for Losses resulting from Aerodome's negligence, Gross Negligence, willful misconduct, or defects in the Equipment or Software provided by Aerodome.

15.5 Indemnification Procedures. The indemnifying party ("Indemnitor") must be notified promptly, within thirty (30) days, of any claim. The Indemnitor will have the option to control the defense and settlement of the claim, though the indemnitee can participate at their own expense. The indemnitee must provide reasonable assistance in the defense. If the Indemnitor fails to undertake defense measures within sixty (60) days of notification, the Indemnitee may control the defense at Indemnitor's expense.

15.6 Equitable Relief. Nothing in this indemnification clause shall limit the right of either party to seek equitable relief, including injunctions and specific performance, as a remedy for any breach or threatened breach.

## 16. INTELLECTUAL PROPERTY

16.1 Intellectual Property Rights. Customer acknowledges and agrees that Aerodome and its licensors and suppliers retain and own all rights, title, and interests in and to the following, and in and to all Intellectual Property Rights therein: (i) the Aerodome Website, Aerodome Products, Aerodome Software, Aerodome Website Portal, Aerodome Services, and any and all other services and products related thereto; (ii) the components and any and all other materials, content, data and/or information provided and/or made available by Aerodome in connection with any of the foregoing (but excluding content and/or data provided exclusively by Customer); all know-how and proprietary design and configuration of the Equipment; and (iii) any and all configurations, derivative works, developments, modifications, adaptations, changes, alterations, edits, conversions, improvements and/or the like made to, arising out of, and/or resulting from any of the foregoing. All rights not expressly granted under this Agreement, are reserved to Aerodome and its licensors and suppliers, and there are no implied rights. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a right or license to any party's Intellectual Property Rights or proprietary technology other than in strict accordance with the terms of this Agreement. Customers, its Authorized Users, and all other Users acknowledge and agree that Aerodome and its licensors, suppliers, vendors,

and/or its third party vendors own all right, title, and interest in and to all Intellectual Property Rights in and to any suggestions, enhancement requests, feedback, or recommendations (“Feedback”) provided by Customers, Authorized Users, and/or all other Users relating to the Aerodome Products, Equipment, and Aerodome Services, without any limitations, restrictions, and/or requirement of compensation, including without limitation all unpatented inventions, patent applications, patents, design rights, copyrights, Marks, know-how, and other trade secret rights, and all other Intellectual Property Rights, derivatives or improvements thereof. Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Aerodome notwithstanding anything else. Customer shall, and hereby does, grant to Aerodome a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Aerodome’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

## 17. DATA.

For purposes of this Agreement, “**Customer Data**” means any data, information or other material provided, uploaded, or submitted by Customer to Aerodome in the course of using the Aerodome Products, including for example data necessary for 911 integration. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer Data does not include data collected by Aerodome via hardware not expressly described as Equipment, including without limitation Aerodome’s radar and radio frequency sensors. Such Aerodome data, which may include by way of example telemetry information, Equipment performance, and geographic coverage data, shall be Aerodome’s Confidential Information. Customer, not Aerodome, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Aerodome shall use commercially reasonable efforts to maintain the security and integrity of the Customer Data in compliance with all applicable data protection laws, including where appropriate implementing reasonable administrative, technical and operational safeguards intended to protect the integrity of the Customer Data. Aerodome is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Aerodome Products unless such access is due to Aerodome’s negligence, gross negligence, or willful misconduct. Customer is responsible for the use of the Aerodome Products by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer’s account is ninety (90) days or more delinquent.

Notwithstanding anything to the contrary, Customer acknowledges and agrees that Aerodome may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Aerodome Products to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for Aerodome’s business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Aerodome’s products and services). “**Aggregated Anonymous Data**” means data submitted to, collected by, or generated by Aerodome in connection with Customer’s use of the Aerodome Products or any services hereunder, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

Such Aggregated Anonymous Data may specifically include but is not limited to flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace. Aerodome may use photographs or videos solely for internal research and development purposes, unless Customer

provides written authorization for other uses, such as demonstration or marketing, in each case subject to applicable laws.

Aerodome shall use the data collected during drone operations solely for the purposes outlined in this Agreement. Aerodome is prohibited from sharing, selling, or otherwise distributing the Customer's data to any third parties without the Customer's explicit written consent. Any unauthorized use or sharing of data shall constitute a material breach of this Agreement.

**Customer agrees that it will not share, sell, transfer, or make available any data generated by the Aerodome Products, including Aggregated Anonymous Data to which it may have access, to any third party without the prior express written consent of Aerodome.**

## **18. COMPLIANCE.**

Customer agrees to comply with applicable laws, rules, and regulations with respect to the ownership, possessions, and operation of the Equipment.

The Aerodome Products, Equipment, and all services provided hereunder are subject to all applicable export control laws and regulations, including without limitation those of the United States Government. Customer and Authorized Users agree that not to directly or indirectly export, re-export, divert, release, provide access to, transfer or disclose such, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license or other license, except in accordance with all relevant export control laws and regulations which may require it to obtain necessary licenses, approvals or permissions from the appropriate U.S. governmental authority and all required foreign authorities prior to undertaking such activities.

## **19. DISPUTE RESOLUTION**

19.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

19.2 If the parties do not reach such solution within a period of 60 days, then upon written notice by either party to the other, any remaining disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19.3 The place of arbitration shall be Redondo Beach, California, and the proceedings shall be conducted in English. The arbitral award shall be final and binding on both parties.

19.4 Notwithstanding the foregoing, Aerodome may seek preliminary injunctive relief or interim equitable remedies in a court of law, should it deem necessary to protect its rights or property. For such actions, the parties consent to the exclusive jurisdiction and venue in the state and federal courts located in Los Angeles County, California.

## 20. CYBERSECURITY AND COMPLIANCE AND MEASURES

20.1 Aerodome agrees to comply with all applicable federal, state, and local laws, regulations, and standards regarding data protection and cybersecurity, including but not limited to the California Consumer Privacy Act (CCPA).

20.2 Data Encryption. All data transmitted between the Customer's systems and Aerodome's systems shall be encrypted using industry-standard encryption protocols. Aerodome shall ensure that all data at rest within its systems are similarly protected by encryption.

20.3 Access Controls. Aerodome shall implement comprehensive access control measures designed to ensure that only authorized personnel have access to the Customer's data. This includes the use of role-based access controls (RBAC), and regular access reviews.

20.4 Security Audits. Aerodome shall conduct regular security audits, at least annually, by an independent third party.

20.5 Breach Notification. In the event of a data breach or any other security incident involving the Customer's data, Aerodome shall notify the Customer within seventy (72) business hours of discovery. The notification shall include a detailed description of the breach, the data affected, and the measures taken to mitigate the impact and prevent future occurrences.

20.6 Data Backup and Recovery. Aerodome shall maintain regular data backup procedures and ensure that all data backups are encrypted and stored securely. Aerodome shall also implement and maintain a disaster recovery plan to ensure the rapid restoration of services in the event of a data loss incident.

20.7 Security Training. Aerodome shall ensure that all personnel involved in handling the Customer's data receive regular cybersecurity training, including training on the latest threats and best practices for data protection.

20.8 Penetration Testing. Aerodome shall conduct regular penetration testing, at least annually, to identify and remediate vulnerabilities within its systems.

20.9 Data Ownership and Return. Aerodome shall enable the return of all data to the Customer in a usable format within thirty (30) days of the termination of the Agreement, including by permitting Customer access to download its data, which Customer must complete within thirty (30) days after the effective date of termination. Aerodome shall certify the destruction of any remaining data within its systems upon Customer's written request of Customer. Aerodome shall not retain any copies of the Customer's data without the Customer's express written consent.

## 21. CONFIDENTIAL INFORMATION.

21.1 Definition. “**Confidential Information**” means any information in any form related to this Agreement, its execution, and its purposes disclosed by a party (the “**Discloser**”), or disclosed on behalf of such party by its affiliates or representatives, to the other party (the “**Recipient**”). This includes without limitation any trade secrets, technology, technical data, source code, object code, software, inventions, know-how, and information that Discloser considers and treats as confidential or proprietary, or that a reasonable person would believe is confidential or proprietary based on the nature of the information and the circumstances of disclosure. Confidential Information does not include information that (i) at the time of disclosure, is available to the general public, (ii) becomes available to

the general public through no fault of Recipient, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) is known to Recipient at the time of disclosure, as demonstrated by documentary evidence, (v) is developed independently by Recipient without access to any of Discloser's Confidential Information, (vi) is approved for disclosure by prior written permission of Discloser or a corporate officer of Discloser, including without limitation pursuant to the terms of this Agreement, (vii) required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 6250 ET SEQ.); (viii) disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of Customer's City Council; or (ix) disclosed as part of the Customer's customary contract approval process.

21.2 Restrictions: Recipient shall use Discloser's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement (the "Purpose"). Except as explicitly permitted in this Agreement, Recipient shall not disclose to any third party any of Discloser's Confidential Information that is obtained directly or indirectly from Discloser or its affiliates or representatives, regardless of whether such third party is a partner, contractor, affiliate, or another party related to the Recipient. Recipient may only disclose the Confidential Information of Discloser to its representatives who need to know it to fulfill the Purpose and are bound by confidentiality obligations comparable to those set forth herein. Recipient must inform any such representative of the confidential nature of the information and cause the representative to comply with the terms of this Agreement as if it were the Recipient. Recipient will be liable for any breach of this Agreement by any such representative. Recipient will exercise the same degree of care toward the Confidential Information as Recipient exercises toward its own confidential information, but not less than reasonable care. Recipient agrees to take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, the Discloser's Confidential Information in order to prevent it from falling into the public domain or possession of unauthorized persons. Recipient agrees to immediately notify Discloser in writing of any use and/or disclosure in violation of this Agreement. Each party, however, may disclose Confidential Information of the other pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement. Recipient acknowledges and agrees that any such breach or threatened breach of these terms of confidentiality may cause irreparable injury to Discloser so that, in addition to any other remedies available, Discloser may seek injunctive relief against the threatened or actual breach. Without limiting the generality of the foregoing, Recipient shall continue to protect the Confidential Information of Discloser indefinitely, as it relates to trade secrets contained in the Equipment and/or Aerodome Products.

## **22. Maintenance and Support.**

22.1 Upon request of the City, Aerodome shall, at its option either, conduct maintenance of, or replace the defective or non-operational Equipment. Aerodome shall use commercially reasonable efforts to limit any maintenance-related downtime provide prompt support for any Equipment failures in accordance with Aerodome standard procedures to restore operations as quickly as commercially reasonable, and shall coordinate with Customer on any proactive maintenance needs at Customer's reasonable discretion, which may include an Aerodome site visit or remote maintenance, including instructions to Customer provided by Aerodome to assist Customer personnel in addressing any maintenance issue(s).

22.2 Aerodome shall respond to any request for maintenance within one (1) business day, and shall either effect any repairs or deliver any necessary replacement Equipment due to covered failure or malfunction as follows: within five (5) business days of notification by the Customer for aircraft maintenance and ten (10) business days for any radar and drone docking station maintenance (the

“Repair Period”). Aerodome shall perform any necessary onsite or remote maintenance, as determined in the reasonable discretion of Aerodome, as reasonably requested by the Customer to keep any Equipment operational. In addition, Aerodome shall provide standard preventative maintenance every six (6) months during the Term.

22.3 If the Equipment fails or is non-operational for a covered failure or malfunction, which failure or malfunction continues beyond the Repair Period, then Aerodome shall issue to Customer a credit to be applied at the end of the Term for each day the system is nonoperational. The Equipment must be non-operational for more than four (4) hours in any day beyond the Repair Period to qualify for credit.

22.4 For purposes of this section, “covered” shall mean and include any failure or malfunction that is encompassed by an applicable warranty, including but not limited to available warranties provided by the manufacturer and the warranties provided by Aerodome.

## 23. GENERAL.

23.1 Assignment and Change in Control. Customer may not assign this Agreement without Aerodome’s prior written consent. Aerodome may freely transfer and/or assign this Agreement without limitation or restriction. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective, permitted successors and assigns.

23.2 Governing Law. The validity of this Agreement, the enforcement of their terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of California, without regard to its conflict of law provisions.

23.3 Electronic Signatures; Headings. The parties agree that signatures required by this Agreement may be in electronic form. The captions, headings, and/or titles used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

23.4 Severability. If for any reason a court of competent jurisdiction or arbitration panel finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

23.5 Waiver; Cumulative Rights. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

23.6 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notices shall be addressed to the parties at the addresses specified in the first paragraph of this Agreement or to such other address as may be specified in writing by the relevant party. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this paragraph.

23.7 Amendment. This Agreement may not be supplemented, amended, and/or modified at any time unless the parties hereto execute a written instrument that (i) must be in a mutually agreed upon written or electronic format, (ii) must be clearly designated as an amendment, addendum, or modification, and (iii) must be signed by an authorized representative of each party. The Parties stipulate and agree that an exchange or series of written or electronic correspondences shall not be deemed to be such a written instrument, for supplemental, amendment or modification purposes.

23.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto, and those specifically referenced herein, and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

23.9 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties and supersede all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties.

23.10 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

23.11 No Third-party Beneficiary. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

23.12 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond their reasonable control and occurring without their fault or negligence, including, but not limited to, acts of God, acts of government, civil unrest, natural disasters, epidemic, pandemic, war, or fires ("Force Majeure Event"). In the event of any such Force Majeure Event, the affected party shall give prompt written notice to the other party and shall use commercially reasonable efforts to promptly mitigate any resultant delay in performance of this Agreement.

Any period of Force Majeure Event shall not be included in the computation of any time period specified in any provision of this Agreement. Further, either party may terminate this Agreement without liability to the other if a Force Majeure Event continues substantially uninterrupted for a period of sixty (60) days or more, with written notice to the other party.

Provided however, that if a party is reasonably able to continue its performance under the Agreement in a manner that is not significantly detrimental, despite the occurrence of a Force Majeure Event, such party shall continue to comply with its obligations under this Agreement.

The party claiming relief under the force majeure clause must demonstrate that they took all reasonable steps to mitigate or avoid the force majeure event and its consequences, and must notify the other party as soon as possible of the force majeure event and the steps taken to mitigate or avoid it.

***(Signature page follows)***



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

**AERODOME INC.**

By:  \_\_\_\_\_  
Name: Rahul Sidhu  
Title: Chief Executive Officer

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_  
Name: James A. Light  
Title: Mayor

**ATTEST:**

\_\_\_\_\_  
Eleanor Manzano, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael W. Webb, City Attorney

**APPROVED:**

 \_\_\_\_\_  
Diane Strickfaden, Risk Manager

## EXHIBIT A

### Statement of Work

All capitalized terms not otherwise defined herein shall have the meaning ascribed in the Agreement. Notwithstanding anything to the contrary in the Agreement, in the case of a conflict in this Statement of Work and the Agreement, the terms of this Statement of Work shall control.

This Statement of Work document outlines the responsibilities, deliverables, and expectations for the Drone as First Responder program between Aerodome and the City of Redondo Beach

#### **Project Title: Redondo Beach Police Department Drone as First Responder (DFR) Program**

##### **1. Executive Summary**

Aerodome shall implement a Drone as First Responder (DFR) program for the Redondo Beach Police Department. Aerodome shall provide a fully remote, fully automated platform capable of providing air support for any call for service within three minutes. The system shall include hardware, software, airspace detection network, and services necessary for effective DFR operations.

##### **2. Scope of Services**

**2.1. Hardware and Equipment.** Aerodome shall provide the following equipment:

- **Aerodome DFR Station:** Includes M350 drone, H20T camera, 16 TB65 batteries, Atlas 350 Battery Swapping Docking Station, and associated accessories.
- **Air Traffic Awareness System:** Comprising 3D Radar and ADS-B.

**2.2. Software Solutions.** Aerodome shall provide the following software:

- **Flight Operations Module:** Enables remote control of drones, including real-time video feed and navigation.
- **Spectator Module:** Allows authorized personnel to view live video feeds on various devices.
- **Air Traffic Awareness Module:** Integrates all airspace sensors into a single interface for seamless detect-and-avoid operations.
- **Flight Log and Mission Reporting Module:** Logs all flight data and generates mission reports.
- **Community Engagement Module:** Public dashboard for transparency and accountability.

**2.3. Services.** Aerodome shall provide the following services:

- **Setup & Support:** Includes FAA waiver applications, SOP development, training, and community engagement consulting, and maintenance
- **Personnel:** Dedicated support team with experience in public safety technology and aviation.

3. **Implementation Timeline.** Aerodome shall:

**Week 1:** Conduct an initial kickoff call to coordinate the updated deployment and BVLOS with no VO waiver submission. Since radar installation is already complete and data collection continues, the only remaining hardware implementation will be the upgraded docking station. The replacement of the existing dock with the newer version will occur at a time mutually agreed upon by both parties in writing, in anticipation of the BVLOS no VO waiver.

4. **Personnel Assigned.** Aerodome shall assign the following personnel.

- 4.1. **Rahul Sidhu:** Chief Executive Officer, overseeing program quality and integration.
- 4.2. **Jesse Niwa:** Senior Deployment Engineer, leading technical integrations.
- 4.3. **Tyler Roberts:** Chief of Staff, ensuring alignment on program deliverables and timelines.

5. **Additional Terms.** Aerodome shall provide hardware upgrades and RPIC services as follows:

- 5.1. Hardware Upgrades:** Free upgrades included as newer hardware becomes available.
- 5.2. RPIC Services:** Included for up to 40 hours a week until FAA BVLOS waiver approval.

## **SCHEDULE A**

### **SERVICES**

Aerodome shall provide training that will provide sufficient information to enable Customer's personnel to operate the Equipment in compliance with all applicable laws and regulations. If the Customer's personnel are unable to operate the Equipment due to inadequate training, Aerodome shall provide additional training sessions at no additional cost to the Customer until reasonable proficiency is achieved.

#### **1. AIRWORTHINESS TRAINING**

Aerodome will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable Federal Aviation Administration regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer shall be responsible for maintaining the airworthiness of drones and ensuring operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

#### **2. FLIGHT TRAINING**

Aerodome will provide FAA BVLOS waivers and train Customer on compliance matters related to such waivers. Aerodome will start with one deployment location at a time, and work their way up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Aerodome will provide training materials to the Customer to certify all employees of the Customer's choosing as Visual Observers (VOs) to help aid in BVLOS operations.

Aerodome will provide training to officers on how to download Aerodome Software and use it. This will consist of:

- Showing how to access Aerodome on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

### **3. INTEGRATION TRAINING.**

Aerodome shall provide training on integrating the Equipment with the Customer's CAD system, ensuring that personnel are proficient in using the system for autonomous response to calls.

### **4. EQUIPMENT TRAINING**

There will also be training for the Customer to use the Equipment. This training will consist of:

- Going over the maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using Aerodome Software
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

### **5. DEPLOYMENT SUPPORT**

Aerodome will teach Customer how to dispatch the Hardware using the Software for 911 calls.

Only personnel authorized by Customer may have access to the Live Stream from the drone. They will also be taught on how to use Aerodome's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Aerodome Software, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations will be conducted by a Pilot in Command (PIC), who will be an FAA-certified pilot, and have manual override control of the drone IN THE EVENT OF a malfunction(s). Customer will provide the PICs needed to sustain this program.

Aerodome will assist in drafting a Standard Operating Procedure (SOP) as well as department policies regarding access, deployments, privacy, and community engagement.

Aerodome will ensure correct implementation of each Aerodome station and its included equipment which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

**SCHEDULE B**  
**SPECIFICATIONS**

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone
- Work with Aerodome to get BVLOS waivers for the Customer to fully use Aerodome's product and services.
- Train members of the Customer to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Aerodome will provide training material if needed).
- If Customer wishes to connect Aerodome's software to their CAD system, Customer will provide access to said CAD system at no cost to Aerodome to location information and other pertinent information about calls-for-service as they are placed.
  - The system must be capable of receiving and processing real-time data from the Customer's CAD system to autonomously launch and respond to emergency calls.
  - The system shall include features for automatic dispatch, real-time video streaming, and status updates to the CAD system during operations.
- Aerodome will provide their Aerodome software interface to command the Equipment, and allow authorized users for controls.
- Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.
- Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Aerodome for said integration.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

December 13, 2023

City of Redondo Beach, its elected and  
appointed officials, officers,  
employees and volunteers  
401 DIAMOND ST  
REDONDO BEACH CA 90277

### Account Information:

Policy Holder Details :	Aerodome, Inc
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### Contact Us

#### Need Help?

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HARPENAU INSURANCE INC 33750983 PO BOX 7 TROY IN 47588	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (812) 547-7901 (A/C, No, Ext):	<b>FAX</b> (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Underwriters Insurance Company	
<b>INSURED</b> AERODOME, INC 56 CROSBY ST APT 2A NEW YORK NY 10012-4434	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC#</b> 30104	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		33 SBA BC2BWC	12/13/2023	12/13/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

## CERTIFICATE HOLDER

City of Redondo Beach, its elected and appointed officials, officers, employees and volunteers  
 401 DIAMOND ST  
 REDONDO BEACH CA 90277

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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