

EDUCATIONAL CURRICULUM LICENSING AGREEMENT

This EDUCATIONAL CURRICULUM LICENSING AGREEMENT, entered into on ____/____, 2019 ("Effective Date"), is between Unmanned Safety Institute, Inc. ("USI"), having its principal office at 1500 E Taylor Rd. Deland, FL 32724 and Santa Rosa County District Schools ("PARTNER"), having its principal place of business at 6032 Hwy 90 Milton, FL 32570.

This EDUCATIONAL CURRICULUM LICENSING AGREEMENT contains the terms and conditions for all services to be provided to the PARTNER under this Agreement. This EDUCATIONAL CURRICULUM LICENSING AGREEMENT together with any and all attachments ("Attachments") as referred to as the "Agreement."

USI and PARTNER may each be referred to herein as a "party" and collectively as the "parties."

1. **PROGRAM OFFERINGS.**

- 1.1. PARTNER will offer USI's education and certification programs outlined below in Section 1.2 to its students via personnel elected and employed by PARTNER.
- 1.2. The programs to be offered may include:
 - i **sUAS Safety Ground School (FAA Part 107 prep)** – This course consists of approximately 24-contact hours of education offered both online or in-person. The curriculum meets and exceeds all aeronautical knowledge factors outlined by the FAA for the Unmanned Aircraft General (UAG) examination to those who intend to obtain a Remote Pilot Certificate (RPC). This course is accredited to the Certified Aviation Manager (CAM) program via the National Business Aviation Association (NBAA), and is also accepted for FAA WINGS credit.
 - ii **Small UAS Safety Certification™ Program DOE Code USINS001 Weight .2** – This is a comprehensive educational curriculum program designed for high schools, colleges and universities, and industry professionals who are interested in a career in unmanned aviation. The program includes 180 contact hours of education, and a 17-chapter textbook that is designed to supplement the course. This program is composed of four college-equivalent courses and is widely considered the most comprehensive body of aeronautical knowledge in the world. The American Council on Education (ACE) has awarded a "for credit recommendation" of 12 college credits for this program, which are accepted by over 2,000 colleges around the United States.
 - iii **Visual Line-of-Sight System Operations (VSO™) Certification™ Program DOE Code USINS002 Weight .1** – This is a flight instruction program composed of 40 contact hours of classroom education and 110 hours of flight frameworks utilizing skillsets learned in the safety certification program. In this program, students must complete either the sUAS Safety Ground School Course or the Small UAS Safety Certification™ program in order to be eligible to proceed into flight training. Once complete, the student then progresses into flight simulators (completing six hours) and then complete ten hours of flight time as part of this program. This is all monitored by the instructor/teacher, who will be credentialed as a USI Certified Instructor™

2. **USI RESPONSIBILITIES.**

- 2.1. USI shall provide PARTNER access to its digital learning management system (LMS) textbook or workbook materials for students, technical and instructor support, and issuance

of student examinations for those wishing to obtain certification. Upon commencement of agreement, USI shall provide PARTNER with scheduling options for PARTNER employed instructors to receive their preparation and certification to instruct the acquired USI curriculum.

2.1.1. PARTNER instructors will be provided access to USI LMS instructor certification modules allowing for self-paced completion of the assigned courses in an accelerated format. Instructor training involves virtual workshop of video-conferencing with USI Master Instructors to complete the training. Upon completion of this training, instructor will earn their USI Certified Instructor credential for the course of study they wish to instruct.

2.2. If PARTNER elects to instruct USI's VSO certification, USI staff will assess the location and airspace for flight instruction opportunities and constraints. USI Master Instructors will travel to the PARTNER's site at the expense of PARTNER to provide "Train the Trainer" instruction for the VSO certification program. This Training will involve at least 24 hours of online content and at least 16 hours of Initial Qualification Training on specific platform delivered over two days onsite. Successful completion of the credential to instruct requires PARTNER instructor(s) to build 6 hours of simulation time and 10 hours of life flight hours. This training will also include USI's flight training framework to PARTNER Instructor that will be delivered to PARTNER students.

i USI Master Instructor: USI Master Instructors are educated and trained through USI, have extensive aviation backgrounds, and are trained and credentialed on the class of unmanned aircraft they will provide training on. At a minimum, USI Master Instructors are required to hold a commercial pilot rating and have a proven operational track record utilizing UAS. Master's Degrees are preferred or Bachelor's degree in Unmanned Aircraft or Aviation.

2.3. USI shall manage student profiles and records.

3. **PARTNER RESPONSIBILITIES.**

3.1. PARTNER shall offer and instruct the curriculum at a location designated by and under the control of PARTNER. At the designated location, PARTNER shall provide the necessary tools and resources to adequately present the material to students.

3.2. Additional training to certify instructors for VSO certification will take place at a location specified by the PARTNER, but this location must be approved by USI after an airspace assessment is completed. PARTNER will be responsible for identifying UAS platforms to incorporate into this training.

3.3. In the event USI personnel are invited to be present at any point during the instruction and presentation, PARTNER warrants that all workplace conditions to which USI employees and contractors will be exposed shall be in compliance with all laws and regulations applicable to PARTNER, and that the designated outdoor AO space shall be in compliance with all applicable Federal Aviation Administration ("FAA") Regulations including but not limited to Sections 331-336 of the FAA Modernization and Reform Act of 2012.

3.4. PARTNER, at its sole cost and expense, is responsible for any other purchases or leases of additional equipment PARTNER desires to incorporate into the instruction that is not required by USI.

- 3.5. The first PARTNER hosted class session shall commence at a date to be determined by PARTNER and continue according to PARTNER's existing academic calendar.
- 3.6. All students shall be enrolled by the PARTNER, who is responsible for providing student information to USI. PARTNER is responsible for payment to USI for all instructor and student materials and subsequent examinations.
- 3.7. PARTNER shall be responsible for marketing and promoting the program as well as designating instructors and recruiting students.

4. **TERM AND TERMINATION.**

- 4.1. This Agreement commences on the Effective Date for a period of Three (3) calendar years, and shall govern the Services under any fully executed Amendment until the Services are terminated or complete. Upon the expiration of the original term or any renewal term of this Agreement, the Agreement shall be automatically renewed every year for a one (1) year period unless either party gives the other party written notice of its intent not to continue the relationship at least sixty (60) days prior to the renewal date. During any renewal term of this Agreement, the terms, conditions and provisions set forth in this Agreement shall remain in effect.
- 4.2. Unless otherwise provided in an Amendment, PARTNER or USI may, upon giving ninety (90) days prior written notice, terminate this Agreement for convenience in accordance with this Subsection 4.2. Unless otherwise provided in an Amendment, if PARTNER terminates this Agreement for convenience under this Subsection 4.2, then PARTNER will not be entitled to any reimbursement as payment is due prior to commencement of instruction.
- 4.3. In the event of a material breach by either party, the non-breaching party shall provide the other party with written notice and a ten (10) day opportunity to cure such breach prior to the actual termination.
- 4.4. In the event either party becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation, insolvency, or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, the other party may immediately terminate this Agreement by giving written notice to the other party.

5. **PRICING.**

- 5.1. Upon execution of this Agreement, PARTNER shall be invoiced a payment of \$3,000 for the initial annual licensing costs associated with the following programs:
 - The **Visual Line-of-Sight System Operations (VSO™) Certification™** Program.
 - \$1,500 annual curriculum licensing costs.
 - The price for USI to conduct the required 2 day onsite Visual Line-of-Sight System Operations (VSO™) Instructor Certification™ shall be \$1,800 per PARTNER instructor, not including travel costs.
 - The price for PARTNER's students to obtain application for the Visual Line-of-Sight System Operations (VSO™) Certification™ shall be \$150 per application.

- The **Small UAS Safety Certification™** Program.
 - \$1,500 annual curriculum licensing costs.
 - The price for PARTNER's designated instructor to complete the Small UAS Safety Instructor Certification shall be \$1,500 per PARTNER instructor.
 - The price for PARTNER's to obtain the required workbook associated with the Small UAS Safety Certification™ shall be \$79 per workbook/per student.
 - The price to PARTNER to deliver the optional proctored Small UAS Safety Certification™ Program examination shall be \$99.00 per student and shall be invoiced separately upon the full delivery of the Small UAS Safety Certification™ Program.

Payment shall be required in full for PARTNER to receive all necessary access and materials.

The agreement shall also allow the procurement of the following program with written consent

- The **sUAS Safety Ground School (FAA Part 107 prep)** Program.
 - \$1,000 annual curriculum licensing costs.
 - The price for PARTNER's designated instructor to complete the sUAS Safety Ground School (FAA Part 107 prep) Instructor Certification shall be \$500 per PARTNER instructor.
 - Note: Not required if instructor has completed the Small UAS Safety Certification™ instruction certification program.
 - 10 unique student accounts included
 - Additional student account requests shall be \$80.00 and invoiced separately
 - The price for PARTNER's to obtain the Part 107 study guide associated with the program shall be \$15 per student

6. **CONFIDENTIAL MATTERS AND PROPRIETARY ITEMS.**

- 6.1. During the course of this Agreement, each party may be given access to certain confidential and proprietary information that relates to the other's past, present, and future research, development, business activities, products, services, financial and business data, technical data, manuals, forms, records, trade secrets, methods, strategic plans, and sales and marketing information ("Confidential Information"). Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own Confidential Information of like kind, but in no event will either party exercise less than reasonable care in protecting such Confidential Information. Unless authorized to do so in writing by an officer of the other party hereto, neither party nor any third party acting on its behalf, will for any reason at any time use or disclose to any person or party any Confidential Information of the other party hereto or affiliated companies, except to the extent necessary for the purposes under this Agreement and provided that the recipients of Confidential Information are bound by confidentiality requirements that are at least as restrictive as those contained herein. The obligation to keep such information confidential will not extend to: (i) information which is or becomes a matter of public record through no fault of receiving party, (ii) information which can be shown to have been legally disclosed to the receiving party by a third party without restrictions as to disclosure, and (iii) information which is independently developed without the use of the disclosing party's Confidential Information. Disclosure of Confidential Information will not be precluded if such disclosure is in response to a valid order of a court or other governmental body of the

United States or is otherwise required to be disclosed by law, provided however, that the receiving party so required to disclose shall first give ten (10) days written notice, if allowed by law, to the disclosing party so that the disclosing party may seek an appropriate protective order.

- 6.2. In the course of performance hereunder, USI may use products, materials, tools and methodologies that are proprietary to USI or to third parties (collectively "Proprietary Items"). As between PARTNER and USI, Proprietary Items including all intellectual property rights contained therein, that are owned by USI are the Confidential Information of USI. PARTNER shall have no rights in USI Proprietary Items (or in any modifications or enhancements to them) other than to use them as part of the delivered Services.
- 6.3. USI acknowledges that PARTNER is the exclusive legal owner of PARTNER's intellectual property, including all copyright, trademark, and/or patent rights, and/or all trade secrets, technical information, data, experience and/or know-how. USI further acknowledges that it shall acquire no right or interest in any of PARTNER's intellectual property by reason of this Agreement.
7. **DATA SECURITY.** USI shall maintain reasonable: (i) safeguards against the destruction, loss or alteration of data provided by PARTNER to USI ("PARTNER Data"), (ii) safeguards against the unauthorized access to such PARTNER Data, and (iii) network and internet security procedures, protocols, security gateways and with firewalls with respect to such PARTNER Data in accordance with standard commercial practices.
8. **LIMITATION OF LIABILITY AND DAMAGES.** USI's entire liability to PARTNER for any loss, liability or damage, including attorney's fees, for any claim arising out of or related to this Agreement, any Attachment or the Services, regardless of the form of action, will be limited to PARTNER's actual direct out-of-pocket expenses which are reasonably incurred by PARTNER and will not exceed the amount of fees paid to USI by PARTNER under this Agreement. **IN NO EVENT WILL EITHER PARTY BE LIABLE TO EACH OTHER OR ANY THIRD PARTY FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM.**
9. **WORK PRODUCT.** In the event any work product (including but not limited to training materials, programs, software, designs, documentation, inventions, discoveries, ideas, processes, solutions, USI Proprietary Items and hardware) is produced, used or made by USI in the context of performing the Services hereunder ("Work Product") such Work Product and all copies thereof will not be deemed "work for hire" and will be owned exclusively by USI. USI hereby grants to PARTNER a non-exclusive, perpetual, non-assignable and non-transferable license to use the Work Product during the term of this Agreement. PARTNER shall take reasonable measures to guard against use of the Work Product by its employees, contractors and agents which is in any manner inconsistent with this limited license. The license granted hereunder will commence upon delivery of the Work Product, is subject to PARTNER's payment in full of the price for the Work Product, and will continue during the term of this Agreement unless USI provides written notice of a breach of this Section 9 of this Agreement by PARTNER and a ten (10) day opportunity to cure such breach, and then PARTNER fails to cure such breach, then this license shall be subject to cancellation upon written notice from USI to PARTNER. Cancellation for any reason pursuant to this Section 9 of this Agreement will not affect the sums due hereunder or any additional remedies provided by law or equity except to the extent limited by Paragraph 8. In no event will USI be precluded from developing for itself, or for others, materials which are competitive with, or similar to, the Work Product. In addition, USI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing Services.

10. **USI's EXCLUSIVE WARRANTIES.**

- 10.1. USI warrants that it will provide the Services and perform the responsibilities in a good and workmanlike manner in substantial compliance with this Agreement and the Exhibits.
- 10.2. Each party represents and warrants that (i) it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement; (ii) that the execution and delivery of this Agreement has been duly authorized; (iii) that it is in sound financial condition and can pay all of its debts as and when they become due; and (iv) that no approval or other action by a third party is required in connection with its execution and performance of this Agreement.
- 10.3. USI hereby represents and warrants that it is the owner or authorized licensee of all Proprietary Items, including all intellectual property rights contained therein, used by USI and/or provided to PARTNER under this Agreement.
- 10.4. **THE FOREGOING ARE THE EXCLUSIVE WARRANTIES OF USI REGARDING ITS SERVICES AND WORK PRODUCT UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 10 OR IN AN ATTACHMENT, USI DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

11. **ADDITIONAL OBLIGATIONS.** Each party shall perform its obligations and conduct its business in compliance with federal, state and local laws, rules, orders and regulations applicable to its business, including, without limitation, all safety, health, and environmental regulations. The parties shall cooperate with each other, as reasonably requested, as needed for compliance with all laws, regulations and policies.
12. **RELATIONSHIP OF PARTIES.** The relationship between USI and PARTNER created by this Agreement is one of vendor (USI) and client (PARTNER) and under no circumstances is: (i) any employee or contractor of USI or PARTNER to be deemed an employee of the other party, and (ii) USI or PARTNER a legal agent or representative of, nor do they have the power to bind, assume or create any obligation or responsibility on behalf of the other party. Each party's resources will be subject solely to the control, supervision and authority of such party, except as otherwise set forth in this Agreement or as mutually agreed upon by the parties.
13. **ASSIGNMENT.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party except this Agreement may be assigned in whole without such consent to the successor in interest to substantially all of the business and assets of such party. Written notice of the assignment must be delivered to the other party prior to the date of such assignment. This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto.
14. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement will be governed by and construed under the laws of the State of Florida without regard to Florida conflicts of law principles. The parties agree that any suit, action or proceeding, arising out of or related to this Agreement, shall be instituted only in the common pleas court or the United States District Court located in Orange County, Florida. Each party expressly waives any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in such courts, and irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

15. **DISPUTE RESOLUTION.** In the event of any controversy, dispute or question arising out of, or in connection with, or in relation to, this Agreement or any Attachment, the parties will work together in good faith first, to resolve the matter internally by escalating the matter to higher levels of management within each party, and then if unsuccessful in resolving the controversy, dispute or question, to mediate the dispute within thirty (30) days after good faith attempts at internal resolution having failed, using a mutually agreed mediator or mediation service located in Orange County, Florida prior to resorting to litigation. In the event that the parties fail to resolve their issues through mediation, either party may resort to litigation subject to Section 17 above. Disputes involving non-payment, confidentiality obligations, non-compete obligations, hiring restrictions or intellectual property rights are excluded from this provision, in which case either party shall be free to immediately proceed to litigation subject to Section 17 above. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence or any comparable state or country provision.
16. **SURVIVAL OF TERMS.** The following Sections of this Agreement will survive the termination of this Agreement: Sections 5 (Pricing and Revenue Sharing), 6 (Confidential Matters and Proprietary Items), 8 (Limitation of Liability and Damages), 9 (Grant of License in Work Product), 10 (Exclusive Warranties), 15 (Hiring Restriction), 17 (Governing Law), 18 (Dispute Resolution), 19 (Survival of Terms), 20 (Waiver), 21 (Notices), and 22 (Severability).
17. **WAIVER.** No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing signed by the party granting the waiver.
18. **NOTICES.** Any notice required or permitted to be given hereunder must be in writing to the party at such address indicated on the first page of this Agreement (or at such other address as such party specifies to the other party in writing) and will conclusively be deemed to have been received by its recipient: (i) on the same business day it is personally delivered, (ii) one (1) day after it is deposited for overnight delivery with a nationally recognized overnight delivery service, or (iii) if sent by certified mail postage prepaid and return receipt requested, such notice will conclusively be deemed to have been received on the third (3rd) business day after mailing. Notices shall be delivered to:

For USI:

Josh Olds, President
Unmanned Safety Institute, Inc.
1500 E. Taylor Road
Deland, FL 32724

For PARTNER:

Jeff Dyer, LCDR, USN(Ret)
Senior Naval Science Instructor
Milton High School
5445 Stewart Street
Milton, Florida 32570

19. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or the whole of this Agreement, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the agreements of the parties herein set forth.

23. **FORCE MAJEURE.** Each party will be excused from performance under this Agreement for any period and to the extent that is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a Force Majeure Event. If either party is prevented from, or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, it shall promptly notify the other party of the occurrence of a Force Majeure Event and of the obligations which are delayed or prevented due to the Force Majeure Event. Such party shall continue to use reasonable efforts to recommence performance whenever and whatever extent possible without delay. A "Force Majeure Event" means the occurrence of an event or circumstance beyond the reasonable control of a party, provided that: (i) the non-performing party is without fault in causing or failing to prevent such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, work around plans or other means.
20. **ENTIRE AGREEMENT.** This Agreement supersedes all proposals, negotiations, or discussions heretofore had between the parties related to the subject matter. This Agreement constitutes the complete agreement between the parties and will not be modified or amended without the prior written consent of both parties

IN WITNESS WHEREOF, USI and PARTNER are signing this Agreement on the dates set forth below and when signed by authorized personnel of both parties, shall become effective as of the Effective Date.

Signature: _____

Name: Josh Olds

Title: President

Date: _____

Signature: _____

Name: _____

Title: Board Chairperson

Date: 3/12/2019