

TRADEMARK LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: THIS TRADEMARK LICENSE AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (REFERENCED HEREIN AS “YOU” OR “LICENSEE”) AND ASSOCIATION FOR UNMANNED VEHICLE SYSTEMS INTERNATIONAL (“AUVSI”), DBA ASSOCIATION FOR UNCREWED VEHICLE SYSTEMS INTERNATIONAL GOVERNING THE USE OF THE CERTIFICATION MARK(S) AND RELATED LOGO(S) AND COPYRIGHTED MATERIAL (COLLECTIVELY, THE “TRUSTED OPERATOR™ MARK(S)” (AS FURTHER DESCRIBED BELOW)) MADE AVAILABLE BY AUVSI AND OBTAINABLE THROUGH AUVSI. BEFORE ACCESSING, DOWNLOADING, COPYING, OR USING THE TRUSTED OPERATOR™ MARK(S), YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) CAREFULLY AS THEY GOVERN YOUR USE OF THE TRUSTED OPERATOR™ MARK(S). AUVSI IS WILLING TO LICENSE TO YOU THE LIMITED RIGHT TO USE ITS TRUSTED OPERATOR™ MARK(S) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

BY APPLYING FOR AND ACHIEVING CERTIFICATION AS A TRUSTED OPERATOR™, AND BY ACCESSING, DOWNLOADING, COPYING OR OTHERWISE USING THE TRUSTED OPERATOR™ MARK(S) OR OTHERWISE REPRESENTING YOURSELF AS BEING CERTIFIED UNDER THE TRUSTED OPERATOR PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST CEASE ALL USE OF THE TRUSTED OPERATOR™ MARK(S) (AND DELETE OR DESTROY ANY RELATED MATERIALS).

TERMS AND CONDITIONS

1. **TRUSTED OPERATOR™ MARK(S).** The “TRUSTED OPERATOR™ Mark(s)” (as such term is used in this Agreement) shall mean the certification mark(s) identified in the Trusted Operator™ Protocol Certification Manual and related program materials.
2. **LICENSE GRANT AND RESTRICTIONS.** Subject to the terms and conditions of this Agreement, AUVSI hereby grants, and Licensee hereby accepts, a limited, revocable, non-transferable, non-sublicenseable, and non-exclusive license to use the TRUSTED OPERATOR™ Mark(s) only for the purpose of signifying Licensee's certification by TRUSTED OPERATOR™. As used for the purposes of this License Grant, reference to use of the Trusted Operator™ Mark(s) shall be understood to mean any representation that Licensee is certified by Trusted Operator™. The TRUSTED OPERATOR™ Mark(s) shall be made available in accordance with instructions published by AUVSI and used solely to represent TRUSTED OPERATOR™ certification. References to “Licensee” throughout this Agreement shall mean the single, individual person that will use the TRUSTED OPERATOR™ Mark(s) and who has achieved certification under Trusted Operator™. Any right not expressly granted is hereby reserved by AUVSI. Accordingly, Licensee may not modify, tamper, skew, alter, create derivative work(s) of, reproduce, publish, license, sell, exploit, rent, lease, grant a security interest in, transfer any right(s) in, use on behalf of any other entity or person, or otherwise use in any manner not expressly permitted herein the TRUSTED OPERATOR™ Mark(s) or any part thereof, including, without limitation, as a domain name, search term, or user account name. There is no right to apply for a registration of any kind with respect to the TRUSTED OPERATOR™ Mark(s) or sublicense any rights granted to Licensee herein to any other person. In addition, License shall not have the right or power, express or implied, to bind AUVSI. Moreover, all legends, trademarks, trade names, copyright legends, and other identifications

appearing on the TRUSTED OPERATOR™ Mark(s) may not be removed, altered, or defaced by Licensee.

3. **LICENSEE OBLIGATIONS.** By accessing, downloading, copying, or using the TRUSTED OPERATOR™ Mark(s) or otherwise representing that Licensee holds Trusted Operator™ certification, Licensee agrees to abide by all applicable laws and regulations with respect to Licensee's use of the TRUSTED OPERATOR™ Mark(s). You also represent that you (or the person executing this Agreement on behalf of your entity or organization) are at least eighteen (18) years of age. You also represent and warranty that you have taken all action(s) necessary to enter into and fully perform the obligations of Licensee under this Agreement and have the authority to enter into this Agreement. Subject to AUVSI's right to monitor and audit compliance, you acknowledge and agree that it is your responsibility to maintain compliance with the terms and conditions of this Agreement and concerning your and your employer's (or other entity on behalf of which you execute this Agreement) use of the TRUSTED OPERATOR™ Mark(s). AUVSI assumes no responsibility or liability for any claims or obligations that may result directly or indirectly from the communications, contracts, or interactions you establish using the TRUSTED OPERATOR™ Mark(s).
4. **PROPRIETARY RIGHTS.** The TRUSTED OPERATOR™ Mark(s) and any related logos, designs, and materials are Copyright © 2018 - 2023 Association for Unmanned Vehicle Systems International. All rights reserved. Accordingly, Licensee acknowledges and agrees that the provisions of this Agreement do not convey any right, title or ownership interest of any kind in or to AUVSI's TRUSTED OPERATOR™ Mark(s). Licensee also agrees that it shall in no way contest or deny the validity of, or the right or title of AUVSI in or to the TRUSTED OPERATOR™ Mark(s) and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. In addition, Licensee shall not utilize the TRUSTED OPERATOR™ Mark(s) in any manner which interferes with, tarnishes, or diminishes the value of the TRUSTED OPERATOR™ Mark(s) or harms the reputation of AUVSI. Licensee shall not take any action inconsistent with this right or which relates, directly or indirectly, to the registration of the TRUSTED OPERATOR™ Mark(s) (or any part thereof) with any trademark office or governmental authority. Licensee shall, promptly after becoming aware of the same, notify AUVSI in writing of: (a) any infringement, dilution, and/or unauthorized use of the TRUSTED OPERATOR™ Mark(s); (b) any unfair competition relating to the TRUSTED OPERATOR™ Mark(s); (c) any other apparent violation of the rights of AUVSI; and (d) any violation of any right or license granted to Licensee under this Agreement. AUVSI shall have the sole right to enforce any right, bring any proceeding, claim, or defense, or otherwise settle any claim for any infringement, dilution, or unfair competition relating to the TRUSTED OPERATOR™ Mark(s). In addition, Licensee shall cooperate with AUVSI, at AUVSI's expense for any out-of-pocket costs incurred by Licensee, in any efforts by AUVSI to bring such actions. In the event that the TRUSTED OPERATOR™ Mark(s) is held in a suit or proceeding to infringe any intellectual property rights of any third party and the use of such TRUSTED OPERATOR™ Mark(s) is enjoined, or in the event that AUVSI reasonably believes that it is likely that the TRUSTED OPERATOR™ Mark(s) will be found to infringe, dilute, or constitute a misappropriation, or likely to be enjoined, AUVSI may instruct Licensee to immediately cease using the TRUSTED OPERATOR™ Mark(s) at issue and Licensee agrees that, upon receiving any such instruction from AUVSI, Licensee immediately will cease all use thereof. Licensee acknowledges and agrees that AUVSI shall have no liability for the cessation of use of any TRUSTED OPERATOR™ Mark(s) in accordance with this provision.
5. **USAGE GUIDELINES & APPROVAL.** Licensee shall use the TRUSTED OPERATOR™ Mark(s) in accordance with the trademark usage guidelines prescribed in the "TRUSTED OPERATOR™ Mark(s) Usage Guidelines" and in a manner that reflects positively at all times on AUVSI and the TRUSTED OPERATOR™ Mark(s). Pursuant to the "TRUSTED OPERATOR™ Mark(s) Usage

Guidelines,” the TRUSTED OPERATOR™ Mark(s) must be displayed in the official colors and format and in the same form as presented by AUVSI. Moreover, the TRUSTED OPERATOR™ Mark(s) should not be used in an unlawful manner or in any way that suggests that AUVSI promotes or otherwise endorses any third party product, service, program, cause, campaign, Web site, or information unless AUVSI has provided separate prior written consent for such use. Moreover, any use of the TRUSTED OPERATOR™ Mark(s) should be solely as a certification mark and shall not suggest or imply a mischaracterization of the relationship with AUVSI. As condition of this license, you acknowledge and agree that AUVSI, or any third party AUVSI designates or reasonably deems necessary to act on its behalf, has the right to monitor your use of the TRUSTED OPERATOR™ Mark(s) and ensure compliance with the Trusted Operator™, or this Agreement. Nothing herein, however, is either a representation or warranty by AUVSI that Licensee's products or services complies with applicable federal, state, and local laws, rules, orders or regulations.

6. **TERM & TERMINATION.** This Agreement will take effect at the time Licensee uses the TRUSTED OPERATOR™ Mark(s) and will remain in effect, unless otherwise stated by AUVSI, for the duration of the Licensee's Trusted Operator™ certification is valid or until terminated by either party. This Agreement will terminate automatically if your Trusted Operator™ certification expires or if you fail to comply with any of the terms and conditions described herein, with termination effective without notice. You acknowledge and agree that AUVSI will have the sole right to determine in its reasonable discretion whether you are engaging in any activity that violates any term or condition of this Agreement. You may also terminate this Agreement at any time by notifying AUVSI and ceasing all use of the TRUSTED OPERATOR™ Mark(s). Upon termination of this Agreement, the license granted herein will immediately terminate and you shall immediately cease all use of the TRUSTED OPERATOR™ Mark(s), remove the TRUSTED OPERATOR™ Mark(s) from all materials (electronic or printed), and otherwise destroy or delete all material displaying, incorporating or depicting the TRUSTED OPERATOR™ Mark(s). AUVSI shall also not be responsible or liable for any damages or loss, such as loss of sales or profits, as a result of any termination of this Agreement in accordance with this section. In addition to the “Miscellaneous” section below, the provisions concerning AUVSI's proprietary rights, indemnity, warranty disclaimer, limitation of liability, termination, and governing law will survive the termination of this Agreement.
7. **WARRANTY DISCLAIMER.** THE TRUSTED OPERATOR™ MARK(S) IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND AUVSI HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. AUVSI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE TRUSTED OPERATOR™ MARK(S).
8. **LIMITATION OF LIABILITY.** AUVSI SHALL NOT BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER AN ACTION IS BASED UPON CONTRACT, TORT, OR OTHERWISE. NOTWITHSTANDING THE FOLLOWING INDEMNIFICATION OBLIGATION, AUVSI SHALL ALSO HAVE NO LIABILITY FOR LICENSEE'S PRODUCTS OR SERVICES OR THEIR QUALITY, PRICE, METHOD OF SALE, OR DISTRIBUTION. MOREOVER, AUVSI'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS SHALL BE LIMITED TO THE AMOUNT PAID TO AUVSI OVER THE PRIOR SIX MONTHS WITH RESPECT TO THE SUBJECT MATTER OF THE DISPUTE. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE A BARGAINED-FOR EXCHANGE AND A MATERIAL CONDITION AND PREMISE OF THIS AGREEMENT FOR THE LICENSED USE OF THE TRUSTED OPERATOR™ MARK(S).

9. **INDEMNITY.** Licensee agrees to defend, indemnify, and hold harmless AUVSI and its members, affiliates, employees, agents, directors, officers, attorneys, contractors, agents, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) Licensee's misuse of the TRUSTED OPERATOR™ Mark(s), (ii) violations of applicable law not proximately caused by AUVSI, (iii) Licensee's products and services, and (iv) any breach by Licensee of this Agreement. Licensee shall bear full responsibility for all of the foregoing claims for which it is responsible; provided however, that (i) Licensee shall keep AUVSI informed of, and consult with AUVSI in connection with the progress of each claim; and (ii) Licensee shall not have any right, without AUVSI's written consent, to settle any claim if such settlement arises from or is part of any criminal action, suit, or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of AUVSI and/or any of its affiliates. Notwithstanding any of the foregoing, AUVSI shall have the right, in its absolute discretion, to employ attorneys of its own choice and to institute or defend any claim.
10. **GOVERNING LAW.** This Agreement shall be construed and interpreted in the English language only, and all communications and notices to be made or given pursuant to this Agreement shall be in the English language. This Agreement has been made in and will be construed and enforced solely in accordance with the Laws of the Commonwealth of Virginia. All actions or claims related to or associated with this Agreement will be brought solely in the federal or state courts in Commonwealth of Virginia and all Parties to this Agreement expressly agree to be subject to the jurisdiction of such courts. You also acknowledge that any breach, threatened or actual, of this Agreement will cause irreparable injury to AUVSI, such injury would not be quantifiable in monetary damages, and AUVSI would not have an adequate remedy at law. You therefore agree that AUVSI shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement. Accordingly, you hereby waive any requirement that AUVSI or its licensors or suppliers post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to AUVSI to enforce any provision of this Agreement. Moreover, you acknowledge that AUVSI makes no representation that use of the TRUSTED OPERATOR™ Mark(s) or compliance with the Trusted Operator™ is appropriate or legally acceptable in other locations outside the United States. You use the TRUSTED OPERATOR™ Mark(s) on your own volition and are responsible for compliance with all applicable Laws governing privacy, trade, and information security.
11. **MISCELLANEOUS.** This Agreement, the Trusted Operator™, and the TRUSTED OPERATOR™ Mark(s) Usage Guidelines, as revised from time to time by AUVSI, sets forth herein the entire agreement between you and AUVSI with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and AUVSI with respect to the TRUSTED OPERATOR™ Mark(s). Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. If any provision or any portion of this Agreement is construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect. Heading are for convenience only and have no legal or contractual effect. Licensee and AUVSI are independent contractors. No joint venture, partnership, employment, or agency relationship

exists between Licensee and AUVSI as result of this Agreement. You may not assign or otherwise transfer this Agreement. AUVSI may make modifications or changes in the TRUSTED OPERATOR™ Mark(s), the Trusted Operator™, or the TRUSTED OPERATOR™ Mark(s) Usage Guidelines at any time and for any reason. If AUVSI makes such a modification or change, AUVSI will provide notice of such change at its designated Web site for at least 30 days. You should periodically review the Web site designated by AUVSI or the TRUSTED OPERATOR™ Mark(s) Usage Guidelines for any changes. Any continuing use of the TRUSTED OPERATOR™ Mark(s) following such thirty (30) day period will be deemed conclusive acceptance of the modification or change. If you do not agree with any change, you shall immediately terminate this Agreement and cease all use of the TRUSTED OPERATOR™ Mark(s) as set forth above. If Licensee has any questions regarding the TRUSTED OPERATOR™ Mark(s) or if Licensee is interested in obtaining more information concerning AUVSI and its products or services, Licensee may contact AUVSI at info@auvsi.org.