

AEROScout PROFESSIONAL SERVICES
MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (the "Agreement") is entered into by **AEROScout** ("Company"), and the AeroScout identified below ("Customer"), as of the date below (the "Effective Date").

CUSTOMER: _____, a _____ corporation

EFFECTIVE DATE: _____

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. STATEMENT OF WORK. Customer may render services, working individually or with AeroScout and/or third parties retained by AeroScout, as may be agreed upon in a written statement of work ("Statement of Work" or "SOW") signed by both parties. If Services are to be provided on Customer premises, Customer shall provide safe and adequate space, power, network connections and other resources and assistance as requested by AeroScout; if Services are to be provided remotely from Customer premises, Customer shall provide adequate remote network access and other resources and assistance as requested by AeroScout.

2. PROJECT ADMINISTRATION. Customer shall provide AeroScout all assistance and guidance reasonably requested by AeroScout for the performance of the Services. Customer acknowledges that the timely performance of the Services is dependent both on reasonable access to and assistance by Customer, including the Customer Technical Contact named below.

3. COMPENSATION. AeroScout shall be paid fees on a time and materials basis in accordance with AeroScout's then-standard rates, unless otherwise specified in the applicable Quote and/or SOW. Customer shall also reimburse AeroScout for travel, lodging, meal and other expenses reasonably incurred while providing the Services. AeroScout shall provide Customer with invoices detailing the consulting hours, fees and expense reimbursements due AeroScout. Customer payment for Services and expenses shall be due thirty (30) days from the date of invoice.

4. LICENSE TO CUSTOMER MATERIALS. Customer acknowledges that in order to perform the Services, AeroScout may require access to and use of certain software or other materials of Customer or Customer's suppliers (including access to code relating to the Software or that may affect the performance of the Software) ("Customer Materials"). Customer grants to AeroScout a royalty-free, non-exclusive license to access and use the Customer Materials (including through subcontractors) as required for AeroScout's performance of the Services hereunder.

5. RIGHTS AND OWNERSHIP. To the extent that any modification, enhancement, extension, interface or derivative work to AeroScout's commercial software is produced through the Services, Customer shall have the same rights in such as Customer has or may acquire in AeroScout's commercial software pursuant to a separate license agreement; except for the foregoing, AeroScout grants no license under this Agreement. Customer acknowledges and agrees that other than the Third Party

Software and the AeroScout Materials, AeroScout owns all computer programs, utilities and intellectual property which aid AeroScout in performing the Services or which are produced as a result of the Services.

6. WARRANTY.

6.1 Limited Warranty. AeroScout represents and warrants that the Services provided hereunder shall be provided in a professional and workmanlike manner; provided, however, that AeroScout's sole and exclusive remedy and AeroScout's sole and exclusive obligation for a breach of the foregoing warranty shall be for AeroScout to re-perform the Services in accordance with the foregoing warranty.

6.2 Warranty Disclaimer. Except for the limited warranty set forth in Section 6.1, all deliverables and services provided by AeroScout pursuant to this Services Exhibit are "AS IS," and AeroScout and its suppliers hereby expressly disclaim any and all warranties of any kind or nature, whether express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. AeroScout and its suppliers do not warrant or represent that any deliverables provided hereunder will be free from bugs or that the use of such deliverables will be uninterrupted or error-free, or make any other representation regarding the use, or the results of the Services or any deliverables provided hereunder in terms of correctness, accuracy, reliability, or otherwise. Customer acknowledges that AeroScout is not responsible for and will have no liability for hardware, software or other items or any services provided by any person or entity other than AeroScout, including items supplied or services performed by AeroScout.

7. LIMITATION OF LIABILITY. Except for any breach of Section 3 or Section 9 and to the extent not prohibited by applicable law, neither party hereto nor its suppliers shall be liable for any loss of use or goodwill, interruption of business, loss or inaccuracy of business information, lost profits, cost of procurement of substitute goods or services, or any indirect, special, incidental, exemplary or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it or its suppliers have been advised of the possibility of such damages. In no event shall AeroScout's liability to Customer arising from or relating to this agreement exceed the amount of Fees paid or owed to AeroScout under this Agreement. The existence of one or more claims will not enlarge this limit. The parties acknowledge and agree that

this section is an essential element of the agreement and that in its absence, the economic terms of this agreement would be substantially different.

8. TERM AND TERMINATION. This Agreement shall remain in effect for a period of one year, but shall continue in effect thereafter to the extent that any Statement of Work hereunder continues. Either party may terminate this Agreement (i) when no SOW is currently effect upon thirty (30) days' written notice to the other party, or (ii) if the other party fails to cure any breach of this Agreement within thirty (30) days after receiving notice of the occurrence of such. Upon termination of this Agreement for any reason, any amounts owed under this Agreement will be immediately due and payable. Sections 5, 6.1, and 7 through 10 will survive any termination or expiration of this Agreement.

9. CONFIDENTIALITY. In the course of performing this Agreement, the parties may disclose to each other information which the receiving party either knows or has reason to know is the confidential or proprietary information of the disclosing party ("Confidential Information"). All Confidential Information shall remain the sole property of the disclosing party, and each party agrees: (i) not to use any Confidential Information of the other party for any purpose except in the performance of its obligations under this Agreement or as otherwise expressly permitted hereunder; (ii) to disclose such Confidential Information only to employees who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than that set forth herein; (iii) to protect such Confidential Information from unauthorized use, access or disclosure in the same manner that it protects its own similar Confidential Information, but in no event with less care than a reasonably prudent business would exercise; and (iv) to promptly notify the other party of any actual or potential unauthorized access to or use of Confidential Information. The foregoing restrictions on disclosure shall not apply with respect to any information which: (a) was or becomes generally known or publicly available through no act or failure to act on the part of the receiving party; (b) is known by the receiving party without restrictions on disclosure at the time of receiving such information as evidenced by its records; (c) is rightfully furnished to the receiving party without restrictions on disclosure by a third party without a breach of such third party's obligations of confidentiality; or (d) is required by law to be disclosed by the receiving party, provided that the receiving party: (x) gives the disclosing party prompt written notice of such requirement prior to such disclosure; (y) provides assistance in obtaining an order protecting Confidential Information from disclosure; and (z) discloses information only to the extent required by law. This section will survive any termination of the Agreement for a period of five years.

10. GENERAL.

10.1 Independent Contractors. The relationship of Customer and AeroScout established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint

venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

10.2 Notices. Any notice required or permitted hereunder shall be in writing and delivered in person or by means evidenced by a delivery receipt to the address specified below and will be effective upon receipt. Either party may change its contact information upon written notice to the other party.

10.3 References. Upon AeroScout's reasonable request (or the reasonable request of a third party directed to Customer by AeroScout), Customer agrees to act as a reference for AeroScout, including taking reference calls from prospective AeroScout customers to discuss the merits of the Software and to share AeroScout's experience working with AeroScout.

10.4 Confidentiality of Agreement. Neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants or other professional advisors. Notwithstanding the foregoing, either party may make limited disclosure of the terms of this Agreement to the extent required by law, provided that the disclosing party: (i) provides the non-disclosing party reasonable prior notice of such disclosure, and (ii) uses its best efforts to protect and limit the disclosure of such information to the extent possible. Notwithstanding the foregoing, Customer agrees that AeroScout may acknowledge Customer as a AeroScout customer, and Customer and AeroScout each grant to the other a nonexclusive, non-transferable, right and license to display its trademarks and logo (subject to the terms and conditions of such party's standard trademark usage guidelines) for purposes of reference and acknowledgement.

10.5 Governing Law. This Agreement shall be deemed to have been made and performed in, and shall be construed pursuant to the laws of the State of California, excluding application of its conflict of laws principles.

10.6 Waivers, Amendments, and Execution. Any waiver of or amendment to the terms of this Agreement shall be effective only if made in writing and signed by an authorized and duly empowered representative of each of the parties hereto. No failure to exercise, and no delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder preclude further exercise of any right hereunder. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

10.7 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor

dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable.

10.8 Entire Agreement. Both parties agree that this Agreement, along with associated Statements of Work, is

the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to enter into this Agreement, effective as of the Effective Date.

AEROScout, INC.

AEROScout: _____

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

ADDRESS FOR NOTICE:

ADDRESS FOR NOTICE:

TECHNICAL CONTACT

TECHNICAL CONTACT

NAME: _____

NAME: _____

TELEPHONE: _____

TELEPHONE: _____

EMAIL: _____

EMAIL: _____