



Customer Agreement

This Customer Agreement, dated, _____ (the "**Agreement**"), is entered into by and between Impossible Aerospace Corporation, a Delaware corporation having an address at 2222 Ronald Street, Santa Clara, California 95050 ("**Impossible**"), and the City of San Pablo, a municipal corporation having an address at City Hall, 13831 San Pablo Avenue, Building 1, San Pablo, CA 94806 ("**Customer**"), and together with Impossible, the "**Parties**", and each, a "**Party**").

WHEREAS, Impossible is in the business of manufacturing and selling unmanned aircraft and first responder software, hardware and services (aka drones);

WHEREAS, Customer wishes to purchase certain Goods and Services (as defined below) from

Impossible; and WHEREAS, Impossible desires to manufacture and sell the Goods and Services to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Goods. Impossible shall sell to Customer and Customer shall purchase from Impossible the Air Support Program related goods and services set forth in Exhibit A (the "**Goods**") in the quantities and at the Prices (as defined in Section 5) and upon the terms and conditions set forth in this Agreement.

2. Delivery.

(a) The Goods will be delivered within a reasonable time after the date of this Agreement but no later than 120 days of receipt of the City's purchase order.

(b) Impossible shall deliver the Goods to the San Pablo Police Department, 13880 San Pablo Avenue, San Pablo, CA 94806 (the "**Delivery Point**"). Delivery shall be considered made once received by the San Pablo Police Department. The one exception to this is the improvements to the San Pablo PD Mobile Command Center which shall be delivered to Impossible Aerospace for improvements.

(c) Impossible may, in its sole discretion, without liability or penalty, make partial delivery/shipments of Goods to Customer. Each delivery/shipment will constitute a separate sale, and Customer shall pay for the units delivered/shipped, once accepted whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement.



3. Title and Risk of Loss. Title and risk of loss passes to Customer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods until payment to Impossible, Customer hereby grants to Impossible a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Goods, wherever located, until delivery and payment by Customer. Upon payment, the lien is extinguished. The security interest granted under this provision constitutes a purchase money security interest under the California Uniform Commercial Code.
4. Inspection and Rejection of Nonconforming Goods.
 - (a) Customer shall inspect the Goods within five (5) days of receipt ("**Inspection Period**"). Customer will be deemed to have accepted the Goods unless it notifies Impossible in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Impossible. "**Nonconforming Goods**" means the following: (i) product shipped is different than identified in this Agreement or fails to meet any condition of this Agreement; (ii) product's label or packaging incorrectly identifies its contents; or (iii) Goods are not free from all defects in design, material and workmanship.
 - (b) If Customer timely notifies Impossible of any Nonconforming Goods, Impossible shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods as soon as possible, or (ii) credit or refund the Price for such Nonconforming Goods within 10 calendar days of the Customer's notification if payment has been made. Customer will make the Goods available for pickup by Impossible upon notification of Nonconforming Goods. If Impossible exercises its option to replace Nonconforming Goods, Impossible shall ship/deliver to Customer, the replaced Goods to the Delivery Point.
 - (c) Customer acknowledges and agrees that the remedies set forth in Section 4(b) are Customer's exclusive remedies for the delivery of Nonconforming Goods.
5. Price. Customer shall purchase the Goods from Impossible at the prices (the "**Prices**") set forth in Exhibit A. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer 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, Impossible's income, revenues, gross receipts, personnel or real or personal property or other assets.
6. Payment Terms. Customer shall pay all invoiced amounts due to Impossible on within thirty (30) days from acceptance of the Goods. the date of Impossible's invoice. Customer shall make all payments hereunder by wire transfer, check or credit card in US dollars. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and



compounded monthly. Customer shall reimburse Impossible for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

7. Proprietary Rights and Data.

(a) Restrictions On Use. Customer acknowledges that the intellectual property in or related to the Goods and their structure and organization, may constitute valuable trade secrets of Impossible. Except as expressly permitted by this Agreement, Customer agrees that it shall not, nor permit any third party to, (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the technology for the Goods, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; or (b) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Goods.

(b) Feedback. Any suggestions, comments or other feedback provided by Customer to Impossible with respect to the Goods (collectively, "**Feedback**") may be used by Impossible as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

(c) Operational Data. Customer acknowledges and agrees that Impossible may monitor, collect, use and store operational data regarding (and/or obtained via) the use of the Goods by Customer, solely for Impossible's business and product improvement purposes. Operational data does not include any video or images taken by the Goods.

8. Warranties.

(a) Impossible warrants to Customer that for a period of twelve (12) months from the date of acceptance of the Goods ("**Warranty Period**"), such Goods will conform to the specifications set forth in Exhibit A; shall be free from all material defects in, material and workmanship and design defects that prevent the Goods from meeting the specifications; and that Impossible has legal title to Goods and can sell them to Customer.

(b) **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8(a), IMPOSSIBLE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; (v) WARRANTY OF SAFETY, COMPLIANCE WITH LAW, OR OPERATIONAL CONTROL; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(c) Products other than those manufactured by Impossible ("**Third-Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third-Party Products are not covered by the warranty in Section 8(a). For the avoidance of doubt, **IMPOSSIBLE MAKES NO REPRESENTATIONS**



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OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) 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.

(d) Impossible shall not be liable for a breach of the warranty set forth in Section 8(a) unless: (i) Customer gives written notice of the defect, reasonably described, to Impossible within thirty (30) days of the time when Customer discovers or ought to have discovered the defect; (ii) Impossible is given a reasonable opportunity after receiving the notice to examine such Goods and Customer (if requested to do so by Impossible) returns such Goods to Impossible's place of business at Impossible's cost for the examination to

take place there; and (iii) Impossible reasonably verifies Customer's claim that the Goods are defective.

(e) Impossible shall not be liable for a breach of the warranty set forth in Section 8(a) if: (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow Impossible's written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the prior written consent of Impossible.

(f) Subject to Section 8(d) and Section 8(e) above, with respect to any such Goods returned during the Warranty Period, Impossible shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods, in addition to crediting or refunding any pre-paid on-going subscription or recurring charges provided that, if Impossible so requests, Customer shall, at Impossible's expense, return such Goods to Impossible or its authorized third party.

(g) THE REMEDIES SET FORTH IN SECTION 8(f) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IMPOSSIBLE'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8(a).

(h) In addition to section 8(b), 8(c), 8(d), 8(e) warranty does not cover following:

- i. Crashes or fire damage caused by non-manufacturing factors, including but not limited to, pilot errors.
- ii. Damage caused by unauthorized modification, disassembly, or shell opening not in accordance with official instructions or manuals.
- iii. Damage caused by improper installation, incorrect use, or operation not in accordance with official instructions or manuals.



- iv. Damage caused by a non-authorized service provider.
- v. Damage caused by unauthorized modification of circuits and mismatch or misuse of the battery and charger.
- vi. Damage caused by flights which did not follow instruction manual recommendations.
- vii. Damage caused by operation in bad weather (i.e. strong winds, rain, sand/dust storms, etc.)
- viii. Damage caused by operating the product in an environment with electromagnetic interference (i.e. in mining areas or close to radio transmission towers, high- voltage wires, substations, etc.).
- ix. Damage caused by operating the product in an environment suffering from interference from other wireless devices (i.e. transmitter, video-downlink, Wi-Fi signals, etc.).
- x. Damage caused by operating the product at a weight greater than the safe takeoff weight, as specified by instruction manuals.
- xi. Damage caused by a forced flight when components have aged or been damaged.
- xii. Damage caused by reliability or compatibility issues when using unauthorized third-party parts.
- xiii. Damage caused by operating the unit with a low-charged or defective battery.
- xiv. Loss of, or damage to, your data by the product.
- xv. Any third-party software (which may include software with its own warranty from a third-party), whether provided with the product or installed subsequently.
- xvi. Failure of, or damage caused by, any third-party products installed by Impossible when Impossible advises that installation will void the warranty.
- xvii. Damage resulting from any non-Impossible technical or other support



- xviii. Products or parts that Customer has altered the identification label or from which the identification label has been removed.

9. Limitation of Liability.

IN NO EVENT SHALL IMPOSSIBLE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IMPOSSIBLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Compliance with Law. Customer shall comply with all applicable laws, regulations and ordinances, including those related to privacy and aviation. Customer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement and its use and any resale of the Goods.

11. Indemnification.

- (a) Customer shall indemnify, hold harmless and defend Impossible and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Impossible Indemnified Party**") against any and all allegations, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, relating to any claim of a third party arising out Customer's negligence, willful misconduct or breach of this Agreement, including violation of laws.
- (b) Impossible shall indemnify, hold harmless and defend Customer and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**City Indemnified Party**") against any and all allegations, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, relating to any claim of a third party arising out Impossible's negligence, willful misconduct or breach of this Agreement, including violation of applicable laws. This defense and indemnification includes any claim that the materials or equipment provided by Impossible under this Agreement constitutes an infringement of any patent issued by the United States. Such infringement indemnity shall not apply to the extent the infringement is based upon City



Indemnified Party's combination of such materials or equipment with third party products that are not provided or endorsed by Impossible (provided the infringement would not exist but for such combination) or City Indemnified Party's use of such materials or equipment in a manner not contemplated by this Agreement.

12. Insurance. During the term of this Agreement, Impossible shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Impossible, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:
- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Impossible has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
 - c. Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

13. Termination. In addition to any remedies that may be provided in this Agreement, Impossible may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten days after Customer's receipt of written notice of nonpayment; (ii) has not otherwise materially performed or complied with this Agreement; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

In addition to any remedies that may be provided in this Agreement, Customer may terminate this Agreement with immediate effect upon written notice to Impossible, if Impossible: (i) fails to deliver acceptable Goods within the time set forth in Section 2; (ii) has not otherwise materially performed or complied with this Agreement; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) the Customer's City Council rescinds funding for the Goods.



14. Confidential Information. All non-public, confidential or proprietary information of Impossible shall be marked by Impossible as “confidential.” Such documents marked “Confidential” shall be kept confidential to the extent allowed by law. Upon Impossible’s request, Customer shall promptly return documents marked “Confidential” to Impossible. If Customer receives a Public Records Act request, subpoena, court order or other legal document requesting the disclosure of such marked information, City shall notify Impossible. Impossible must seek legal recourse to avoid the disclosure within the required time limits or City shall disclose the information. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Customer at the time of disclosure; or (c) rightfully obtained by the Customer on a non-confidential basis from a third party.

15. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

16. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Sections 6, 7, 9, 11, 12, 13, 14, 16, 24, 25 and 26 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

17. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Impossible:

Impossible Aerospace Corporation

2222 Ronald Street

Santa Clara, California 95050

Attention: Head of Customer Service



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Notice to Customer:

City Manager
City of San Pablo
San Pablo City Hall
13831 San Pablo Avenue, Building 1
San Pablo, CA 94806

18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
19. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of each Party.
20. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
21. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Customer's rights under Section 4 and Section 8 are Customer's exclusive remedies for the events specified therein.
22. Assignment. Neither party shall assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other part, which shall not be unreasonably withheld in the instance of a merger of Impossible or assignment to a parent or subsidiary company of Impossible. Any purported assignment, transfer, delegation or subcontract in violation of this Section shall be null and void. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.



23. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
24. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto are governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
25. Dispute Resolution. The Parties agree to cooperate and attempt in good faith to resolve any disagreement between them. Each Party shall respond fully to the other Party's reasonable requests for information concerning a disputed issue. Any disputes that cannot be resolved by good faith negotiation shall be escalated, by written notice from either Party to the other, to the respective executive officers of the Parties. These executive officers shall negotiate in good faith to achieve a resolution of the dispute within thirty (30) days after they are notified of the dispute. From the date of the written notice of dispute through the period of such negotiation, any applicable statute of limitations shall be tolled. If the Dispute is not resolved by these negotiations within thirty (30) days from the date of the Parties' meeting as set forth in the preceding sentence, or if the Parties fail to at all meet, the Parties may agree to participate in binding arbitration within sixty (60) days from the aforementioned meeting. There shall be one arbitrator selected in accordance with AAA rules. The place of arbitration shall be in Santa Clara County, California. The procedural laws of the State of California, including the discovery provisions of California Code of Civil Procedure shall be applied to any questions not provided for in the AAA's Rules. Any award issued by the arbitrator shall be final and non-appealable for both Parties and may be enforced in any court that has jurisdiction over the Parties. The Parties shall bear the costs of such arbitration equally, and the prevailing Party (as determined by the arbitrator) in any such arbitration or any judicial enforcement or review proceeding shall be entitled to its reasonable attorneys' fees and costs in addition to any award ordered by the arbitrator.
26. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
27. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).



28. 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. No relationship of exclusivity shall be construed from this Agreement.

29. Licenses. Impossible covenants to the best of Impossible's knowledge that it has obtained all certificates, licenses, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

30. Compliance with Laws. Impossible shall comply with all applicable federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

31. Records. Impossible shall maintain all documents, data and records related to this Agreement and permit the Customer to, upon reasonable prior notice, audit, examine and make copies of all contracts, invoices, and other contractual documents provided to Customer relating to this Agreement, and any other documents that the Parties shall agree to provide with appropriate measure to ensure nondisclosure to competitors and the public. Such records shall be maintained for three years from the date of final payment under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Customer: _____ Impossible Aerospace Corporation

By _____

By _____

Name:

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Name: _____

Title: _____

Title: _____



EXHIBIT A

The Impossible Air Support program is a comprehensive system that enables public service agencies to provide rapid airborne response to emergency calls and other law enforcement missions. The system includes hardware, software, and support, and leverages the expertise from Impossible Aerospace to ensure program success. As a launch customer, this program includes special considerations for the city of San Pablo. Some hardware that is normally part of the service agreement, will be retained by San Pablo, in the event that the city chooses not to continue the Air Support program at the end of the 1-year service agreement. Hardware, service, and support items that are retained by Impossible Aerospace are called out in the detail below.

The San Pablo Air Support program will enable the agency to deploy drones quickly from a mobile command center, and video from the aircraft can be shared across the agency network and distributed to officers and secondary command centers as needed. The system will enable shared control of the aircraft, while operating within FAA guidelines.

The existing San Pablo mobile command center will be outfitted with special equipment that will accommodate LTE video and network communication for the US-1 drones and for additional video distribution of body worn cameras to improve officer situational awareness.

This program includes the following Air Support services for the first year:

- Continuing COA and FAA support and reporting
- Web enabled data for FAA and public reporting (agency branded website that displays flight history, flight path and other data for FAA compliance)
- LTE monthly subscription (2) with unlimited data
- Video distribution hardware and software
- Access to online training and in-person training and support
- Aircraft readiness and maintenance (excluding non-warranty damage to the airframe)
- Video streaming and teleoperations hardware, software and support
- Hardware and installation as defined below is included as a purchase with the exception of the items listed here:
 - LTE Hotspot (2)
 - Video streaming hardware
 - Tele-Operation Hardware



Air Support Program Detail

Aircraft

(Phase 1)

Customer to use existing US-1 Aircraft (3)

Aircraft to be upfitted with WIRIS 30x zoom cameras

Aircraft to be upfitted with new controllers (3)

Aircraft to be upfitted with new radios (3)

(Phase 2)

Aircraft to be upfitted with Parachutes as they come available (3)

Aircraft to be upfitted with Search Light feature when available (1)

Aircraft to be upfitted with Loudspeaker when available (1)

Mobile Command Center

Impossible Aerospace to provide hardware, installation and testing to existing customer trailer*:

The capabilities and hardware are as follows:

- Up to 5 monitors to view and manage flight and mission data
- Remote viewing of live video feed through via secure network
- FAA flight traffic viewing
- Map View of local area
- Live video from ground officer BWC (functionality dependent on existing video management system)
- Live feed from aircraft for PIC will be displayed on a 42" monitor on stand and will be shaded by an EZ-Up shade so the pilot can be positioned as required to maintain line of sight to the aircraft.



Desktop Computer Win10 (specifications below)

Mobile hot spot with LTE connectivity (speed dependent on network) 1st year subscription unlimited data from the date of deployment.

Custom, secure video distribution hardware and software. This will enable distributed video via a secure login for any agency member in the city. Users will be able to see live, real-time video from the drone (bandwidth limited). Hardware manufacturer or type, dependent on performance requirements and regional limitations.

The second mobile hot spot will enable the live display of BWC when possible on monitor #4.

Stationary Command Center

Impossible Aerospace to provide hardware, installation support**, testing and training to existing command center as follows:

Up to 3 monitors (up to 65" depending on site limitations) to view and manage flight data

- Live feed from aircraft
- FAA flight traffic
- Map View of local area

Desktop Computer Win10 (specifications below)

(Customer to supply adequate internal network speeds to ensure quality video streaming)

Custom, secure video distribution hardware and software. This will enable distributed video via a secure login for any agency member in the city. Users will be able to see live, real-time video from the drone (bandwidth limited). Hardware manufacturer or type, dependent on performance requirements and regional limitations.

Customer to support connectivity to Milestone security network.

Tele-Operation Capabilities

Tele-Operation enables secondary and remote pilots to take command of the aircraft while the primary pilot in command maintains visible line of sight with the aircraft, (in compliance with FAA regulations), at all times. This feature which enables slaved operation whereby the master control remains with the PIC, is a phase 2 feature. Until the slaving feature is enabled, the SOP shall be that instructions for flight or mission tactics be relayed to the PIC via radio.

Flight Log Data Access Website



Impossible Aerospace to provide and support historic flight log data and visible screen map view of flight path, on a branded customer portal. Data will be updated (in year 1) every 7 days. Customer can add commentary to the flight notes via admin access to portal.

Air Support System Assets & Services

Description	Part Number	Total
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Air Support Stationary Command Center

Monitors	3 Up to 65"	
Windows 10 Computer		
Web Video Distribution hardware		
Installation support and training**		
Tele-Operation system and software		
Web based video streaming access		
Training and Support		
COA/ FAA Ongoing Log Submission and Management		

Included Aircraft Updates

WIRIS Security 30x Upgrade		
Parachute System Upgrade***		
Loudspeaker System***		
Spotlight***		
Radio System Upgrade		



Controller Upgrade

Web Flight Portal

Customer branded website

Public access to selected flight maps and logs

Customer control of content and editing

Total Head Command Center \$57,000

Mobile Command Center Hardware

Monitors for Mobile Command Center (MCC) 30" LCD, with wall mounts and HDMI cabling

Windows 10 Computer

Mobile Hot Spot for MCC (aircraft video)

Second Mobile Hot Spot to enable BWC display on 4th monitor

Web based video streaming access

External monitor for PIC and team members
42"

42" LCD Monitor Portable Stand/custom

EZ-Up

HDMI Splitters, amps, other installation hardware

Installation, training and support*

Total Mobile Command Center \$20,000

* Installation and support for the mobile command center will include the mechanical and IT installation of the hardware in the list above and will be completed at the Impossible Aerospace factory in accordance with professional installation methods and techniques. Customer to provide round-trip delivery trailer to Impossible Aerospace for installation.



** Installation on the Fixed Command Center is limited to non-facility improvements (excludes changes to the infrastructure, mounting monitors on walls, and other facility modifications).

***These items are prototypes and will be delivered when complete. We cannot guarantee delivery of these items within the term of the agreement, and they are considered special offerings to the buyer as a launch customer and are included at no additional cost. Non-deliver of these items does not invalidate the remaining terms of this agreement.