

SOAR™ CANDIDATE AND END USER LICENSE AGREEMENT

This SOAR™ Candidate and End User License Agreement, executed on the date set forth below (the “Effective Date”), is by and between MITRE Engenuity, LLC, a Delaware non-stock, not-for-profit limited liability company (“Company” or “MITRE Engenuity”), with principal place of business at 7525 Colshire Drive MS H140, McLean, Virginia 22102, and you, an individual (“You” or the “User”).

This Agreement governs (i) Your access to and engagement with the Safely Operating Aircraft Remotely (SOAR™) Program (“SOAR”) website (and physical copies of similar materials), as well as co-branded websites that may serve to process login, authentication, payment processing, examinations, and testing (together, the “Site”); and (ii) Your participation in SOAR. Access to the Site is offered with an annual membership to an experiential online training and certification ecosystem.

The Site is intended to facilitate and provide training for uncrewed aerial system (“UAS”) practitioners, including testing and certification within the parameters of the SOAR curriculum as MITRE Engenuity develops, updates, and maintains. In addition to assisting the User to obtain knowledge, techniques, skills, and methodologies to further that goal, the Site provides virtual testing simulations to enable Users to demonstrate proficiency in the subject matter.

The parties wish to enter into an agreement, wherein the User agrees, as set forth herein, to certain policies, terms, and conditions, and agrees to pay a fee, and Company permits the User to access and use the Site and included Materials (as later defined herein), and to participate in the SOAR program.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. Identity of the Parties. Use of the Site is limited to individual natural persons. The Company prohibits use of the Site on behalf of any organization (whether a corporation, limited-liability company, or other entity).
2. License. Subject to the limitations, conditions, and disclaimers herein, the User is granted a limited, nonexclusive, non-transferable, revocable license to access the Materials (defined below) and information Company makes available to You, and to use the Site (the “License”). The License is governed by the limitations herein, which are incorporated into the License. Company, in its sole discretion, may revoke the License at any time, with or without terminating this Agreement, and without advance notice.
3. Payment and Certification.
 - a. Certification. Within the Site and as part of SOAR, Company may grant one or more “Certifications” to User. A Certification certifies only that, in Company’s sole discretion, User has demonstrated sufficient knowledge and skills in the relevant subject matter. Although a User, with certain limitations set forth herein, may share the fact of Certification in private or public, Certification is not intended to be a necessary qualification for employment, but rather to acknowledge the User’s achievement. To the extent Company grants any Certification to a User, Company may also withdraw that Certification, in

Company's sole discretion. **User acknowledges that any Certification granted in connection with the Site has not itself been independently certified or verified by any outside organization or government.** Company does not warrant that any Certification will be accepted by any outside body or employer. Use and disclosure of the fact of Certification is governed by the relevant Company policies.

- b. Payment. User agrees to pay the fee associated with access to the Site and to participate in SOAR, being: \$795 USD per year, paid annually at the start of the one-year period (the "User Fee"). Company may change the User Fee, but such change will not affect any User Fees already paid for the designated time period. Any Certification the Company issues during the twelve-month period to the User following the User's payment of a User Fee shall remain effective through the expiration date on the Certification credential that the Company issues to the User.
- c. Payment for Access. User acknowledges that payment of any User Fee does not guarantee the attainment of any Certification. Although Company may permit User to attempt to obtain a Certification a number of times, Company does not guarantee that a User will ever be able to obtain Certification. User Fees are paid solely for access to the Site, and payment of User Fees does not grant User any right to obtain or hold any Certification.

4. Materials & Curriculum Requirements.

- a. All materials disclosed by Company within the Site or as part of SOAR, whether computer code, programs, files, plans, documents, settings, white papers, study materials, tests, exams, assessments, and other data, in whatever form, from wherever obtained, and from whatever source derived (the "Materials"), are and will continue to be the sole property of Company. User shall not alter, image, copy, display, reverse-engineer, inspect, archive, distribute, stream or broadcast, or otherwise duplicate or make available to any person or entity (including, without limitation, User's employers, co-workers, managers, and subordinates) the Materials, without the prior express, written permission of Company referring explicitly to this Agreement.
- b. For User to obtain one or more certifications as part of SOAR, User must successfully complete all virtual, in-person, and other instruction sessions; practicum and skills demonstration requirements; and other policies, procedures, requirements that Company directs User to complete; all of which Company may update from time to time, with or without notice to User. Company retains sole and complete discretion on determination whether User has completed any or all requirements sufficient to be eligible to receive a SOAR Certification and whether User qualifies for a SOAR Certification.

5. Confidential Information. User shall not disclose to Company any information that the User is prohibited (whether by contract, law, or regulation) from disclosing ("Confidential Information"). If User does (in violation of this Agreement) disclose any Confidential Information, User acknowledges that Company will have no responsibility to maintain its confidentiality and may distribute it freely, without notice to User and without restriction. Any information, of any type from any source, provided or disclosed to Company by User ("User Information") will become Company's property and need not be returned, maintained, or deleted by Company. Company may, consistent with its then-existing policies, use, or dispose of the User Information in any manner, in Company's sole discretion (unless otherwise required expressly by applicable law or regulation).

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6. Agreement to Policies. User's use of the Site and Materials is conditioned upon User's careful review of, and agreement to, the SOAR Policies that are made available to User or delivered via email, as may be updated from time to time ("SOAR Policies"). User represents having carefully read the SOAR Policies and understood them, and User hereby agrees to abide by the SOAR Policies. In particular (and without limitation), User hereby represents and acknowledges having read the Privacy Policy (available at mitre-engenuity.org/privacy), the Cookie Policy (available at mitre-engenuity.org/privacy), and User represents that the same do(es) not violate or contravene the laws or regulations where User is located. User shall not use the Site if the Privacy Policy or any of the SOAR Policies violate or contravene the laws where User is located.
7. Security. User shall not share login credentials (e.g., login and password) to access the Site or participate in SOAR with any other person, entity, or automated computer process; nor will User knowingly or negligently permit any other person, entity, or automated computer process to access the Site using User's login credentials.
8. Site Availability. The Site and the SOAR program may not be available at all times, and Company makes no representations regarding their availability. Additionally, Site and SOAR availability and any other duty of Company may be delayed, without notice, for any reason, including expected or unexpected outages. User shall not rely on the availability of the Site or the SOAR program at any particular time. Any part or functionality of the Site or the SOAR program may be moved, altered, or removed, at any time, without notice. The Site may be shut down, temporarily or permanently, at any time, without notice.
9. Limitation of Liability; Waiver and Release; Indemnification. The parties acknowledge that the limitations of liability, waivers, and indemnification herein reflect the allocation of risk between the parties and are an essential element of the basis of the bargain between the parties.
 - a. Damages Cap. The parties agree that Company's total liability will not exceed the User Fees paid by User to Company for the twelve (12) months preceding the date that the earliest matter that gave rise to the liability in question occurred; however, if User did not pay any fees in that twelve (12) month period, Company's total liability shall be \$499 USD. Company will not be liable for any indirect, incidental, punitive, consequential, or special damages, whether in action or under contract, tort, or otherwise, even if Company has been made aware in advance of the possibility of such damages.
 - b. Warranties Disclaimed. COMPANY DISCLAIMS ALL WARRANTIES REGARDING ANY CONFIDENTIAL INFORMATION, MATERIALS, AND THE AVAILABILITY OF OR INABILITY TO USE THE SITE OR MATERIALS, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 - c. Waiver and Release. As a material condition of being granted the License, User fully releases now and forever, Company, and its directors, officers, managers, members, employees, contractors and subcontractors, other personnel, agents, representatives, and advisors ("Company Personnel"), from any claims (including but not limited to interest, penalties, reasonable attorneys' fees, and other expenses of litigation), individually and collectively ("Claims"), known or unknown, that arise from any use of, or inability to use, any Materials or the Site, whether such Claims arise under tort, contract, quasi-contract, or from other source, and User waives any rights User may have to transfer or litigate such

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Claims, and, to the maximum extent permitted by law, further waives any and all rights to enter into or join any class action litigation or similar multi-party litigation related to the Claims. As to known Claims, User agrees to waive any statutory or common-law provisions that may serve to limit the release herein and, to the maximum extent permitted by law, further waives any and all rights to enter into or join any class action litigation or similar multi-party litigation related to the Claims.

- d. Indemnification by User. User agrees to indemnify, defend, and hold harmless Company and Company Personnel from and against any Claim arising from (directly or indirectly) User's (i) use or inability to use the Site or Materials; or (ii) violation of the provisions herein.

10. Term and Termination. This Agreement will be in effect beginning on the date it is executed by the User and will continue in effect for a period of twelve (12) months (the "Initial Term"). Thereafter, this Agreement will renew automatically for additional twelve (12) month periods (each a "Renewal Term"). Together, the Initial Term and the Renewal Term(s) are the "Term". Either party may terminate this Agreement, in its sole discretion, by sending notice to the other party in accordance with the notice provisions of this Agreement. If User terminates this Agreement, User agrees to cease all access to and use of the Site; any access to or use of the Site by User after User sends a notice of termination will serve to invalidate and void such notice. If this Agreement is terminated by any party, no refund will be provided.

11. Miscellaneous.

- a. Entire Binding Agreement. This Agreement is fully integrated and sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings between the parties, written or oral, relating to the subject matter hereof. This Agreement is binding upon and shall inure to the benefit of the parties, their heirs, successors, and permitted assigns. If the User has previously agreed to an earlier version of this Agreement to access the Site, then this Agreement supersedes it.
- b. No Use in Sanctioned Locations. User shall not use the Site if User is located in a country other than the United States for which the U.S. maintains sanctions or requires an export license, whether such sanctions or export-license requirements are authorized by the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of the Treasury Office of Foreign Assets Control, or any other U.S. Government authority.
- c. Authority. The User represents and warrants that it has full power and authority to enter into this Agreement and that the execution and delivery of this Agreement does not contravene, breach, or otherwise conflict with any laws, judgments, agreements, or arrangements, whether written or oral, by which such party is bound. The User acknowledges that by executing this Agreement it is providing conclusive evidence of its authority to do so.
- d. Amendment; Assignment. This Agreement may only be amended by a written agreement, dated concurrent or subsequent to this Agreement, that refers explicitly to this Agreement; or solely by an agreement that, by its terms and/or Company's notice to the User, replaces this Agreement. This Agreement may not be assigned by User; Company may assign this Agreement without consent of the User.

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- e. Waiver; Severability. No waiver of any provision of this Agreement shall be effective unless set forth in a writing and signed by the parties hereto, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act that would have originally constituted a violation from constituting a violation. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. If any part of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- f. Notice. Notices under this Agreement shall be delivered by e-mail and will be deemed delivered on the day after they were sent (according to the local time in Washington, D.C.). Notices sent to User must be addressed to any e-mail address provided by User in the Site's profile section. Notices sent to Company must be sent to *soar-support@mitre-engenuity.org*. User may change e-mail addresses *only* by updating the User's profile on the Site; however, for the ten (10) days after User changes an e-mail address, Company may use the prior or changed e-mail address, at Company's sole discretion. User represents and warrants that any e-mail address provided to Company will be correct and operational, and User assumes all responsibility, including the possibility of not receiving notices, if the User provides an incorrect or non-operational e-mail address to Company. Company may change its address for notices by sending a notice to User as set forth in this Section; however, if the parties execute a new version of this Agreement in which Company's e-mail address for notices has changed, that will be also be effective notice of the change.
- g. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of laws principles. Any dispute regarding this Agreement shall be decided exclusively in the state and federal courts located in Fairfax County, Virginia, or the Eastern District of Virginia, and no party shall plead an inconvenient forum.
- h. Survival. All Sections of this Agreement except Section 2 will survive termination of this Agreement.
- i. Interpretation; Counterparts. The use of either gender or the neuter shall include the other gender and the neuter. References to Sections and subsections refer to Sections and subsections in this Agreement. Headings in this Agreement are for convenience only and will not be used to interpret its meaning. Once the User has executed or agreed to this Agreement and accessed the Site, the instrument the User has executed will serve as the executed Agreement, and all parties will be bound by it.
- j. Consent to Conduct Transactions Electronically. The parties hereby consent to conduct this and future transactions between them electronically. The parties also agree that future transactions, including modifications of this Agreement, may (but need not be) made exclusively by electronic means. To request paper copies from the Company of any electronic document, the User must send a written request to Company, at the address above, stating the User's full name and the e-mail address the User provided to the Company, and indicating that the User wishes to receive paper copies and providing a

mailing address to send such copies. Each User is entitled to one (1) paper copy of the requested document, or the amount required by law, whichever number is fewer. At its sole discretion, the Company may require advance payment of a reasonable fee to make and send such copies. To withdraw consent for conducting transactions electronically, the User must send us an e-mail to the Company e-mail address for notices set forth in Section 11.f, stating the User's full name and the e-mail address the User provided to the Company, and that indicates that the User wishes to withdraw consent. However, due to the nature of the Site, in the event the User withdraws consent for conducting transactions electronically, the Company may terminate this Agreement.

k. Transferred Data

- (i) If an individual communicates with the Company related to SOAR and/or signs this Agreement as provided herein, the Company will collect personal and other data that the individual transfers to the Company or its representatives, agents, and contractors (the "Transferred Data"). The Transferred Data may include, but is not limited to, names, photo and/or likeness, biographical information, resumes, affiliation with academic institution, write-ups, any provided or recorded/streamed video entry, personal data, and statements attributed to You (if true). The Company will maintain the Transferred Data in accordance with its privacy policy (located in link above). The Privacy Policy is subject to change without notice.
- (ii) Notwithstanding anything in this Agreement, You immediately grant to the Company, and Company's affiliates and subsidiaries, an irrevocable, paid up, worldwide, non-exclusive license to the Transferred Data and immediately authorize the Company, and Company's affiliates and subsidiaries to use the Transferred Data for advertising and promotional purposes, including without limitation, inclusion in the Company's, and Company subsidiary's and affiliate's, publications, newsletters, websites, partnerships with third parties, and social media accounts or outlets, in any case with without additional compensation to You.
- (iii) Notwithstanding anything in this Agreement, You agree that the Company retains sole and full discretion to, and authorizes Company to, release in any form the Transferred Data, or any information that You provide to the Company, to the public or to the Company's affiliates, subsidiaries, contractors, sponsors, or the contractors or sponsors of Company's affiliates and subsidiaries. You waive any and all rights or prior review of any release of the Transferred Data.
- (iv) Third party transferees (*i.e.*, parties other than Company's subsidiaries and affiliates) of information You provides to the Company may maintain their respective privacy policies. You acknowledge and agree that Company and Company's subsidiaries and affiliates are not responsible for the third party's/ies' compliance with their respective privacy policies, or the terms, conditions, or location of the third-party's/ies' privacy policies. You agree it is Your responsibility to engage directly with the applicable third parties with respect to any third-party privacy policies.

l. Execution.

By checking the "I Agree" box, I, the User, confirm all of the following:

- (i) I, the User, can access and read this Agreement;

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- (ii) I, the User, can print this Agreement on paper, save it, or send it to a place where I, the User, can print or save it, for future reference and access;
- (iii) ***I, the User, accept, intend to execute, and do execute this Agreement (including all referenced policies, procedures, or other similar or related documents);*** and
- (iv) unless or until I, the User, notify the Company as described above, I, the User, consent to all future transactions with the Company to be conducted, related disclosures by the Company to be made, and authorizations to be obtained by or provided to the Company, exclusively through electronic means (and not on paper), including any documents that are required to be provided or made available to me, the User, by the Company.

Permitting the User to access the Site, after the User has executed this Agreement, will serve as the Company's acceptance and execution of this Agreement.

Date: _____

User Name: _____

User Email: _____