

MARGIE R IBARRA
COUNTY CLERK
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WEBB COUNTY, TEXAS



Dedrone Holdings, Inc.

BY mej DEPUTY

BUILDINGS AGREEMENT

Last Updated January 2024

This Buildings Agreement (this "Agreement") governs the placement of certain equipment owned and operated by Dedrone Holdings, Inc. ("Equipment"), a Delaware corporation having its principal place of business at 45662 Terminal Drive #110, Sterling, VA 20166 ("Dedrone") and the owner of the Buildings (the "Buildings") on which Dedrone would like to place the Equipment, Webb County, a political subdivision of the State of Texas and acting through its Commissioners Court (the "Owner"). The Owner agrees to allow Dedrone to place Equipment on two Buildings whose addresses are specified herein (the "Buildings"). Dedrone and Owner are collectively the "Parties" to this Agreement and agree, for valid consideration expressly acknowledged by the Parties, as follows:

1.1 Placement of Equipment. Owner agrees, at no cost, to permit Dedrone to place the Equipment at a mutually agreed upon location at the Buildings, such as the roof of the Buildings, and to permit Dedrone reasonable access to the Equipment as necessary to maintain, enhance, and repair the Equipment as needed. The location of the Building is as follows:

Site 1:

Webb County Justice Center
1110 Victoria St
Laredo, TX 78040

1.2 Access. The Owner agrees to provide Dedrone with access to power at the Buildings and to permit Dedrone to secure the Equipment to the Buildings as necessary. Owner further agrees and warrants that it has the legal right to permit Dedrone to operate the Equipment on the Buildings. Dedrone agrees to pay the Owner the cost of power attributable to the Equipment during the term of this agreement on a monthly basis thirty days after receiving an invoice from the Owner.

1.3 Restoration. Dedrone agrees that should it ever have to move the Equipment from the Building, for whatever reason, that it will restore any part of the Building affected by the Equipment (e.g. holes left where Equipment was secured).

1.4 Liability. Dedrone agrees to be liable to the Owner for any physical damage caused to the Buildings by the Equipment if such damage is not remediated by Dedrone. APART FROM THE INDEMNIFICATION PROVISIONS IN SECTION 1.5 BELOW, THIS SECTION 1.4 SETS FORTH THE SOLE LIABILITY OF DEDRONE TO OWNER. DEDRONE SHALL NOT BE LIABLE TO THE OWNER FOR ANY DAMAGE CAUSED BY THIRD PARTIES AND/OR THE OWNER OR ITS PERSONNEL.

1.5 Indemnification. DEDRONE AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER FOR ANY THIRD-PARTY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO THIRD PARTY PROPERTY CAUSED BY THE EQUIPMENT (COLLECTIVELY "CLAIMS"). DEDRONE RESERVES THE RIGHT TO MANAGE ALL SUCH LITIGATION AND SELECT, AT ITS OWN EXPENSE, COUNSEL OF ITS CHOOSING. DEDRONE AGREES THAT ANY SETTLEMENT OF CLAIMS SHALL BE MADE WITH OWNER'S CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD. THE FOREGOING INDEMNIFICATION REQUIREMENT IS ONLY TO THE EXTENT DEDRONE AND/OR ITS EQUIPMENT IS RESPONSIBLE FOR THE CLAIMS AND SHALL BE REDUCED TO THE EXTENT OWNER AND/OR THIRD PARTIES ARE RESPONSIBLE FOR THE ACTS OR OMISSIONS GIVING RISE TO THE CLAIMS. FINALLY, DEDRONE WILL NOT INDEMNIFY OWNER FOR ANY DAMAGE CAUSED BY A FORCE



MAJEURE EVENT AND/OR ACT OF GOD INCLUDING BUT NOT LIMITED TO SEVERE STORMS, HURRICANES, TORNADOS, EARTHQUAKES, CIVIL INSURRECTIONS, RIOTS, WAR, TERRORIST ATTACKS, OR ARSON AND/OR ANY STRUCTURAL FAILURE OF THE BUILDING.

1.6 Warranty. Dedrone makes no warranties whatsoever to Owner regarding the functioning of the Equipment including, but not limited to, common law warranties of merchantability or fitness for a particular purpose.

1.7 Choice of Law and Venue. The Parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and shall be adjudicated in the state and/or federal courts of Webb County, Texas.

1.8 Term and Termination. This agreement shall become effective on the date it is executed by both Parties and shall remain in effect until the earlier of the end of the 180-day demonstration period for the Equipment, or if terminated. Unless the agreement expires beforehand, either Party may terminate this agreement by giving the ninety (90) days notice in writing to the other Party. Dedrone agrees to remove the Equipment upon expiration of the agreement or within the ninety (90) day notice period from the Buildings, whichever occurs earlier.

1.9 Confidentiality. Unless legally required to be disclosed, the Parties agree to keep the terms and conditions of this Agreement confidential.

1.10 Notices: All notices under this Agreement to Dedrone should be e-mailed to daniel.anixt@dedrone.com and all notices under this Agreement to Owner should be e-mailed to lrmedford@webbcountytx.gov.

1.11 Compliance with Law. All Parties agree to comply with applicable laws and regulations.

1.12 Integration. This Agreement constitutes the sole Agreement on this subject matter and may only be amended or modified by mutual written agreement by the Parties. If any provision of this agreement is deemed unenforceable, the Agreement shall be interpreted as though the unenforceable provision did not exist.

AGREED:

Webb County, Texas

Dedrone Holdings, Inc.

By: TANIA E. TIVERIA
Title: Webb County Judge
Date: 1/08/2024

By: John Fernandez
Title: CFO
Date: January 11, 2024

ATTEST:

all

Margie Ramirez Ibarra
Webb County Clerk

