

EXHIBIT "A"

Fagerman Technologies Inc. d/b/a LiDARUSA's Terms and Conditions

1. TERMS AND CONDITIONS. These Terms and Conditions (the "Terms") shall apply to the proposal, contract, and/or invoice which these Terms are attached to or are executed in connection with (such proposal, contract, and/or invoice together with these Terms are collectively referred to herein as the "Agreement"), for hardware, software, and any ancillary products (the "Products") and/or any related services or support (the "Services") to be provided by Fagerman Technologies, Inc. d/b/a LiDARUSA ("LiDARUSA") to the purchaser (the "Customer") under such Agreement. All Products or Services provided by LiDARUSA hereunder are expressly limited to and conditioned upon acceptance of these Terms, regardless of which media or other means Customer contracts for such Products or Services through, including, but not limited to, written purchase orders, electronic orders, acknowledgments, confirmations, or other writings from Customer to LiDARUSA. Any additional or conflicting terms or conditions contained on, attached to, or referenced by Customer's purchase order(s) or other documentation, or other prior or later communication from Customer to LiDARUSA, shall have no effect on the applicability of these Terms and are expressly rejected by LiDARUSA unless specifically accepted in writing by an authorized representative of LiDARUSA. Additionally, Customer expressly agrees that these Terms shall become a legally binding contract between LiDARUSA and Customer upon the occurrence of any of the following acts: (a) Customer ordering or purchasing any Product and/or Service; (b) Customer providing to LiDARUSA a specification of assortments, delivery dates, shipping instructions, or instructions to bill and hold as to all or any parts of the Product(s); (c) Customer taking delivery of the whole or any part of such Product(s); (d) Customer assenting to these Terms in writing, orally, or by conduct; or (e) Customer consenting to these Terms by means of an electronic signature or by affirmatively checking the box indicating Customer's acceptance to these Terms on LiDARUSA's website. In any event, Customer agrees that the Agreement, including these Terms, shall constitute the complete, entire, and final agreement between LiDARUSA and Customer with respect to the underlying Product(s) and/or Services to be provided. No waiver, alternation, or modification of these Terms set forth herein shall be binding unless specifically accepted by LiDARUSA's authorized representative in writing.

2. PRICING; PAYMENT. All quoted prices are in U.S. dollars, unless otherwise explicitly stated, and are valid for thirty (30) days. Product prices are not exclusive of all shipping charges, costs of freight, taxes, import fees, insurance, duties, value added taxes, and the like, and Customer shall be responsible for the payment of such other expenses. Transportation and delivery prices are subject to change without notice, as all orders are accepted subject to LiDARUSA's price in effect at time of shipment. Terms of payment on all shipments are subject to approval by LiDARUSA. Any amount not paid by the due date as indicated on the face of an invoice to Customer shall be subject to a finance charge of two and 00/100 percent (2.00%) per month until paid. In no event, however, shall the rate of the said finance charge exceed the highest rate permitted by law. In the event LiDARUSA shall collect monies that are deemed to constitute interest at a rate in excess of that permitted to be charged by applicable laws, all such sums deemed to constitute interest in excess of maximum rate shall, at the option of LiDARUSA, be credited to the payment of any other amounts owed by Customer to LiDARUSA or returned to Customer. If, at any time, Customer (i) is liquidated, dissolved, ceases to do business or otherwise terminates its business operations; (ii) becomes insolvent; (iii) makes a general assignment for the benefit of creditors; (iv) institutes or has instituted against it any proceeding under any law relating to bankruptcy or insolvency or a receiver or trustee is appointed for all or a substantial part of its assets; or (v) fails to make a payment when due or defaults in any way, LiDARUSA may, at its option, alter terms of payment, declare all amounts owed by Customer past due, suspend credit and delay shipment, terminate any licenses granted here under, and pursue any other remedies available to LiDARUSA at law or in equity or under these Terms.

3. COLLECTION COSTS. CUSTOMER AGREES TO PAY REASONABLE ATTORNEY FEES, COLLECTION COSTS AND FEES, COURT COSTS, AND ANY OTHER EXPENSES INCURRED BY LIDARUSA IN COLLECTING ANY AMOUNTS DUE HEREUNDER NOT PAID AS AND WHEN DUE.

4. SHIPMENT; LOSS OR DAMAGE IN TRANSIT. Title and risk of loss or damage to the Product(s) in transit pass to Customer at the time of shipment from LiDARUSA's facility. Unless otherwise mutually agreed upon in writing, all Products will be shipped uninsured. LiDARUSA may request partial shipment and invoice accordingly. LiDARUSA shall not be liable for any damage, loss or expense resulting from anything occurring during or attributable to transportation.

5. DELIVERY; EXPORT LAWS. Manufacture, shipment, and delivery of any Product shall be subject to any prohibition or regulation imposed by the federal or any state or local government or any subdivision or agency thereof. Further, the Products may be subject to control under the U.S. Export Administration Regulations and other applicable U.S. export control laws and regulations. Customer agrees that it will not export, re-export, or transfer a Product via any means to any prohibited destination, entity, or individual without the required export license(s) or authorization(s) from the U.S. government. LiDARUSA reserves the right not to ship a Product if, at any time, it believes that such shipment may violate U.S. export control laws.

6. NO DEDUCTION OR SETOFF. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment, or withholding of any kind.

7. LIMITED WARRANTY. LiDARUSA warrants that the Product, as of the date the Product is shipped to Customer, (i) is free from defects in design, materials, and workmanship, and (ii) materially conforms to the applicable specifications. This warranty for each Product (the "Limited Warranty") shall be for a period of one year from the date of shipment by LiDARUSA (the "Warranty Period"). During the Warranty Period, LiDARUSA will make, at LiDARUSA's cost, such repairs, adjustments, or replacements as are necessary in order to comply with this Limited Warranty, provided, however, that such repairs, adjustments or replacements shall be made at Customer's cost if they are due to or have been caused by the misuse of the Product(s) or other negligent actions of Customer. The warranty period for a repaired or replaced Product will be the balance of the original Warranty Period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. Notwithstanding the foregoing, in the event Customer fails to operate the Product under normal conditions and in accordance with its applicable specifications, or to the extent LiDARUSA determines that a Product has been (i) subject to misuse, neglect, or abuse, (ii) improperly installed or maintained, (iii) repaired or altered by any party other than LiDARUSA; or (iv) acquired or used in violation of the Agreement, this Limited Warranty shall be terminated and deemed void and LiDARUSA shall have no further obligations with respect to the same. **DRONES/UAV SALES:** All Drone warranties are the responsibility of the Customer and as such must go through the applicable manufacture for support (DJI, freely systems, Harris, Innoflight, Inspired Flight, etc). LiDARUSA do not offer any separate warranty on any drone expressed or implied. At no point will LiDARUSA be responsible for warranty claims for any drone or drone part. **BATTERIES:** Batteries are very dangerous. LiDARUSA uses standard off the shelf batteries, and while LiDARUSA takes every effort to train customers on proper battery use, storage, and charging. LiDARUSA recommends Customer attend a battery training course outside of the LiDARUSA training program. LiDARUSA does not provide any additional warranties expressed or implied above what the respective battery manufacture offers. DJI M600pro is EOL and is sold as is.

TRAINING: Customers electing to forgo training do so at their own risk and as such all warranties and capabilities expressed or implied are void and not enforceable, training is very important without which a solid understanding of the complex nature of LiDAR and accuracies can not be realized.

All distributor single purchase LiDAR sales and warranties are the responsibility of the Customer and comes with a 1 year warranty as such must go through the manufacture for support and warranty, we do not offer additional warranties expressed or implied. The foregoing limited warranty is expressly in lieu of any other warranties, express or implied, including but not limited to warranties of merchantability, fitness, or fitness for a particular purpose, all of which warranties are expressly disclaimed, and of any other obligation or liability on the part of LiDARUSA.

8. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, ALL PRODUCTS ARE PROVIDED "AS IS" AND LIDARUSA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND LIDARUSA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ALL DRONES/UAVS ARE SOLD "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY DRONE/UAV IS STRICTLY BETWEEN CUSTOMER AND THE MANUFACTURER.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL LIDARUSA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, LABOR, EXPENSES, OR DAMAGES (INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL) RESULTING DIRECTLY OR INDIRECTLY FROM THE AGREEMENT INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF PRODUCTION, OR SHUTDOWN OF OPERATIONS OR OTHERWISE, NOR SHALL LIDARUSA BE LIABLE FOR ANY SUCH CLAIMS, EXPENSES, OR DAMAGES BECAUSE OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. LIDARUSA'S ENTIRE AND AGGREGATE LIABILITY FOR ALL CLAIMS MADE BY CUSTOMER ARISING FROM OR RELATING TO THE AGREEMENT SHALL NOT EXCEED THE FEES PAID TO LIDARUSA BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM.

10. REMEDIES. Customer's exclusive remedy for any breach of the Agreement, specifically including the Limited Warranty, by LiDARUSA shall be limited to the repair or replacement, as deemed appropriate by LiDARUSA, of the defective Product by LiDARUSA, provided that as soon as practicable following its discovery of an alleged defect, Customer must immediately discontinue its use of the Product and provide written notice to LiDARUSA of the alleged defect. Alternatively, and at LiDARUSA's sole option, credit for the original purchase price set forth in the applicable invoice may be allowed towards a subsequent purchase. LiDARUSA shall have all remedies allowed by law or in equity, including the Uniform Commercial Code, and all remedies otherwise referenced in these Terms.

11. PRODUCT RETURNS. All sales under the Agreement are final. Notwithstanding the foregoing, LiDARUSA may, in its sole discretion, elect to allow Customer to return a Product for credit towards a subsequent purchase or the fair market value of the returned Product (determined by LiDARUSA in its sole discretion), provided that the Product to be returned must be unaltered, undamaged, and accompanied by all other contents of the original packaging. If such a return is allowed by LiDARUSA, Customer shall request from LiDARUSA, in writing, a Return Merchandise Authorization ("RMA") and RMA reference number. LiDARUSA will then issue the RMA reference number to Customer and Customer shall cause such RMA reference number to be prominently marked on the outside of the shipping package. Customer is responsible for all costs of shipping and handling and assumes all shipping risks.

12. CUSTOMER'S REPRESENTATIONS AND WARRANTIES. Customer represents, warrants, and covenants that it will use the Product(s) solely for their intended purposes, in accordance with applicable law and the Agreement and that all information provided by Customer to LiDARUSA, including, without limitation, Customer's identification information and information relating to entities with which Customer is associated, is true and correct. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Customer acknowledges that it has not relied upon any representations of LiDARUSA as to prospective performance of the Products, but has relied upon its own inspection and investigation of the subject matter.

13. COMPLIANCE WITH LAWS. Customer shall be responsible for fully complying with all applicable laws, rules, and regulations of any local, state, and federal governmental authority and with all safety and quality control directives, standards, and specifications of LiDARUSA regarding the use, possession, receipt, and storage of any Products purchased hereunder. Customer shall indemnify, defend and save LiDARUSA, its shareholders, directors, officers, agents, employees, and each of them, harmless from and against any and all penalties, losses, damages, expenses (including attorneys' fees) or liabilities of every nature whatsoever arising out of, in incurred in connection with, or resulting from Customer's failure to comply with the terms of this Agreement.

14. INDEMNIFICATION BY CUSTOMER. To the fullest extent permitted by law, and without limiting any other rights or remedies, Customer agrees to defend, indemnify, and hold LiDARUSA and its respective directors, employees, officers, agents, successors and assigns harmless from and against any and all damages, losses, liabilities, costs, expenses, penalties, judgments, settlements, claims, or causes of action, including reasonable attorneys' fees and disbursements, professional fees, and court costs actually incurred by an indemnified party, as a result of, arising out of, or in connection with: (i) any breach by Customer of any representation, warranty, or other obligation of Customer under the Agreement; and/or (ii) death or bodily injury to any person or destruction or damage to property arising out of Customer's use or operation of any Product.

15. INTELLECTUAL PROPERTY. LiDARUSA shall own all right, title, and interest in all technology, know-how, trade secrets, inventions and all other intellectual property developed by LiDARUSA and relating in any way to the Product(s) and/or Services to be provided by LiDARUSA to Customer, whether prior or subsequent to the effective date of the Agreement ("LiDARUSA Technology"). LiDARUSA Technology shall expressly include (i) any proprietary rights of LiDARUSA in the Product(s), (ii) any and all software provided by LiDARUSA in connection with the Product(s) or the Services, (iii) any and all software embedded in the Product(s), (iv) all inventions, techniques, know-how, drawings, designs, processes, machines, compositions of matter, articles of manufacture, data structures, functionality, formulas and algorithms, and related underlying intellectual property rights therein, and (v) all proprietary rights in tooling, material, or equipment LiDARUSA uses in the manufacture, testing or assembly of Products, and, in any event, such designation shall apply regardless of whether the intellectual property rights are evidenced by registered copyrights, trademarks, or patents. As between Customer and LiDARUSA, LiDARUSA is the sole and exclusive owner of all LiDARUSA Technology and Customer shall have the right to use the Product(s) for their intended commercial purpose and in accordance with user documentation, which may be provided from time to time by LiDARUSA, and for no other purpose. LiDARUSA grants Customer a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license under LiDARUSA Technology to use, operate, and maintain the Product(s) to be provided to Customer under the Agreement, or to authorize third parties to do so on Customer's behalf, provided that Customer is limited to only using one copy of any provided software on one computer or using the provided software on a multi-user or network system only if such software is expressly labeled for use on a multiuser or network system or if one copy of the software is obtained for each node or terminal on which the software is to be used simultaneously. Notwithstanding the foregoing, the license provided to Customer by LiDARUSA is not granted until LiDARUSA receives payment in full of the aggregate purchase price under the Agreement and, for avoidance of doubt, Customer shall have no right to make, sell, or offer for sale the Product(s) or the license provided for in this Paragraph. Except as expressly set forth in the Agreement, no rights under any intellectual property or other proprietary rights of LiDARUSA are implied or granted hereunder, and all rights to LiDARUSA Technology not expressly granted to Customer under these Terms are reserved to LiDARUSA.

16. CONFIDENTIAL INFORMATION. In connection with the Product(s) or Services to be provided by LiDARUSA under the Agreement, Customer may acquire confidential, non-public, or proprietary information of LiDARUSA (including, without limitation, all LiDARUSA Technology; LiDARUSA's non-public information of a technical nature, including ideas, concepts, creations, technology, inventions, discoveries, developments, techniques, processes, know-how, drawings, designs, specifications, data, formulas and algorithms included in the Products and related software or embedded software; and LiDARUSA's non-public information of a business nature) ("Confidential Information") by disclosure of such Confidential Information by LiDARUSA to Customer, whether disclosed verbally, in writing, or recorded electronically, or when such Confidential Information is otherwise learned by Customer. In such event, Customer shall not (i) disclose, disseminate, communicate or otherwise publish any Confidential Information received hereunder to any third party without LiDARUSA's prior written consent, (ii) disclose that Confidential Information has been made available hereunder, (iii) use Confidential Information for any purpose other than in furtherance of and in connection with the intended operation of the Product(s), or (iv) misappropriate any Confidential Information to its use or benefit or to the use or benefit of any third party. Customer shall adopt and enforce effective procedures and practices for protecting any Confidential Information that it receives and shall safeguard any such Confidential Information with at least the same degree of care that it uses for its own proprietary information to prevent unauthorized disclosure or use of such Confidential Information. Customer shall be responsible for any violation of this Paragraph by all persons or entities to whom it has disclosed Confidential Information. Notwithstanding the foregoing, this Paragraph shall be inoperative as to such portion of the Confidential Information which (a) is or becomes generally available to the public other than as a result of a disclosure by Customer or its agents or (b) is or becomes available to Customer on a non-confidential basis from a source (other than LiDARUSA) which is entitled to disclose it. In the event LiDARUSA is required to enforce any violations of this Paragraph the Parties agree that LiDARUSA shall be entitled to preliminary injunctive relief because the harm would be irreparable and not easily calculable in terms of monetary damage award.

17. USE OF CUSTOMER'S NAME, ETC. BY LIDARUSA. Customer expressly agrees that LiDARUSA is authorized to identify Customer as a customer of LiDARUSA in public and web documentation, when speaking, and during demonstrations for marketing purposes.

18. CUMULATIVE REMEDIES; WAIVER; EQUITABLE REMEDIES. Except where specifically stated to the contrary, all remedies available to either party for breach of the Agreement, or at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. If a party actually, threatens to, or would inevitably breach the Agreement, such party acknowledges that the breach would cause the other party irreparable harm, a remedy at law alone would be inadequate, and the other party is entitled to apply for injunctive relief without any requirement to post a bond or other security.

19. 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.

20. ASSIGNMENT. The Agreement is not assignable, delegable, sublicensable, or otherwise transferable by Customer in whole or in part, without the prior written permission of LiDARUSA. The rights, interests, and obligations of LiDARUSA under the Agreement may be assigned or transferred, and no such assignment or transfer will limit, restrict, or eliminate the right of the assignee to enforce the Agreement against Customer, provided that LiDARUSA will give Customer written notice of such assignment, including the name and address of the assignee, promptly following any such assignment.

21. FORCE MAJEURE. If performance of the Agreement by either party, other than the payment of any monies owed, is prevented by reason of any event or act which is beyond the reasonable control of the party affected (including, but not limited to, acts of God, fire, flood, explosion, war, strike, embargo, pandemic, government requirement or natural disaster), such party shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, provided that the party so affected shall use its best efforts to avoid or remove such causes of nonperformance, and shall continue to perform under the Agreement with the utmost dispatch whenever such causes are removed.

22. NOTICES. All notices in connection with the Agreement must be in writing and be given by hand, by overnight courier services which obtains acknowledgement of receipt, or by registered or certified U.S. mail addressed to the other party at such party's address as reflected on the underlying invoice at such addresses as any party may hereafter designate by notice similarly given.

23. GOVERNING LAW. The construction, interpretation, and enforcement of the Agreement, as well as any and all claims arising from the Agreement or arising from any of the proposals, negotiations, communications or understandings regarding the Agreement,

shall be governed by and construed in accordance with the laws of the State of Alabama without regard to the choice or conflict of laws provisions thereto.

24. SEVERABILITY. If a court of competent jurisdiction declares any term, condition, or provision of the Agreement to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

25. SURVIVAL. All obligations arising prior to any termination of the Agreement and all provisions of these Terms allocating responsibility or liability between Customer and LiDARUSA (or with respect to any warranty or indemnification) shall survive the delivery of the Product(s), the completion of the Services, and the termination of the Agreement.

26. JURISDICTION AND VENUE; ATTORNEYS’ FEES. The sole jurisdiction and venue for any litigation arising out of the Agreement shall be an appropriate federal or state court located within Morgan County, Alabama, and the parties agree not to raise any objections or defenses based upon venue or forum non convenience and instead formally waive any such objections or defenses, except that LiDARUSA may seek temporary injunctive relief in any venue of its choosing. The parties hereby (i) consent to the exclusive jurisdiction of such courts in any such legal action, (ii) agree that service of process in any such action shall be in accordance with the statutes of the state of Alabama, as appropriate, and (iii) waive any objections either party may now or hereafter have to the venue of any such legal actions in such courts. In addition, to the extent there is any litigation arising out of the Agreement, LiDARUSA will not be responsible for any Customer incurred costs in connection therewith including, but not limited to, attorneys’ fees and any and all costs of appeal including, but not limited to, attorneys’ fees incurred on appeal.

FAGERMAN TECHNOLOGIES INC.
