

DRONESENSE, INC. AND BURNET COUNTY ADDENDUM TO ORDER

This Governmental Entity Addendum ("Addendum") is incorporated into and made part of the Order Form between DroneSense, Inc. ("Contractor") and Burnet County, Texas ("County") relating to the DroneSense platform and related services (collectively, the "Agreement"). In the event of a conflict between this Addendum and any Order Form, Platform Terms & Conditions, Privacy Policy, Service Level Agreement, online terms, click-through terms, or other Contractor document, this Addendum shall control.

County Status

Contractor acknowledges that County is a political subdivision of the State of Texas and that County may contract only through authority granted under Texas law. Nothing in the Agreement shall be construed as a waiver of governmental immunity, sovereign immunity, official immunity, or any other immunity, defense, or limitation available to County under federal or Texas law; a waiver of any limitation of liability available to County under Texas law; a pledge of County tax revenues; a debt obligation extending beyond funds lawfully appropriated.

Texas Law and Venue

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any action arising under the Agreement shall lie in a court of competent jurisdiction located in Burnet County, Texas. The County does not agree to arbitration, mandatory mediation, confession of judgment, consent to jurisdiction outside Texas, or venue outside Texas unless expressly approved in writing by the Burnet County Commissioners Court.

Public Information Act

The parties acknowledge that County is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Provider understands that records in County's possession may be subject to disclosure. Any claim that information is confidential, proprietary, or excepted from disclosure shall be Contractor's responsibility to assert in accordance with applicable law. Nothing in the Agreement shall require County to withhold information or violate the Texas Public Information Act. Contractor shall cooperate with the County regarding requests for records relating to the Agreement and shall provide requested records in a timely manner.

Non-appropriation

Notwithstanding any other provision of the Agreement, County's obligations beyond the current fiscal year are contingent upon annual appropriation of funds by the Burnet County Commissioners Court. If sufficient funds are not appropriated for any subsequent fiscal year, County may terminate the Agreement without penalty upon written notice to Contractor. Contractor shall not be entitled to damages, termination fees, lost profits, acceleration of payments, or other compensation resulting from such termination.

Amendments

The Agreement may not be modified, amended, supplemented, or altered except by a written instrument executed by authorized representatives of both parties. No modification to online terms, policies, privacy policies, service descriptions, or website content shall be binding on the County unless expressly approved in writing by the County. Any provision allowing unilateral amendment by Contractor is deleted.

Indemnification

The County shall have no obligation to indemnify, defend, or hold harmless Contractor or any third party. Any indemnification obligation imposed upon the County is deleted and replaced with the following:

Each party remains responsible for its own acts and omissions subject to applicable law. Nothing herein shall be construed as creating liability beyond that authorized by Texas law.

Limitation of Liability

Any limitation of liability, disclaimer, exclusion of damages, or cap on liability shall not apply to Contractor's breach of confidentiality obligations; Contractor's violation of law; Contractor's gross negligence or willful misconduct; Contractor's data breach obligations; Contractor's infringement indemnity obligations; Contractor's obligations relating to criminal justice information, law-enforcement information, or protected personal information.

Data Ownership

County shall retain sole ownership of all County Data. "County Data" includes all information, images, video, telemetry, flight logs, geospatial information, evidence, reports, records, metadata, and other information submitted to, generated through, stored within, or transmitted through the services relating to County operations. Contractor acquires no ownership interest in County Data.

Restrictions on Data Use

Contractor may use County Data solely for purposes necessary to provide the contracted services. Contractor shall not sell County Data; disclose County Data except as authorized by the County or required by law; use County Data for advertising or marketing purposes; use County Data to develop unrelated commercial products. Any use of anonymized data derived from County Data must not permit re-identification of the County, County personnel, criminal investigations, victims, suspects, witnesses, or members of the public.

Vendor Accessibility Compliance

The Vendor warrants and represents that all products, services, electronic and information technology (EIT), and digital content provided under this Agreement comply with the accessibility requirements of Section 504 and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794 and U.S.C. 794d), Title II of the Americans with Disabilities Act (ADA), and Texas Government Code Chapter 2054, Subchapter M (Texas Administrative Code Title 1,

Chapter 213). Digital platforms and software must conform to the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or the most current adopted version.

The Vendor agrees to promptly respond to and resolve any accessibility complaints regarding its products or services at no additional cost to Burnet County. The Vendor shall defend, indemnify, and hold harmless Burnet County from any claims, damages, or administrative actions arising from the Vendor's failure to comply with these accessibility standards. Failure to meet these requirements shall constitute a material breach of this Agreement, entitling Burnet County to immediate termination.

Criminal Justice Information and Security

To the extent Contractor receives, accesses, stores, processes, transmits, or maintains criminal justice information, law-enforcement sensitive information, or other protected governmental information, Contractor shall comply with all applicable FBI CJIS Security Policy requirements; comply with all applicable federal and Texas cybersecurity requirements; ensure subcontractor compliance; maintain industry-standard security controls; promptly cooperate with County security reviews. Upon request, Contractor shall provide documentation demonstrating such compliance.

Security Incident Notification

Contractor shall notify the County of any actual or suspected unauthorized access, disclosure, loss, alteration, compromise, or security incident involving County Data without unreasonable delay and in no event later than seventy-two (72) hours after discovery. Contractor shall provide ongoing updates regarding the investigation and remediation of the incident.

Data Return and Destruction

Upon expiration or termination of the Agreement, Contractor shall provide County Data in a commercially usable format; assist with data migration upon reasonable request; certify destruction of County Data after completion of data transfer if requested by County. No County Data shall be destroyed while subject to litigation hold; subject to records retention requirements; requested for export by County.

Any contractual deadline requiring deletion of County Data after ninety (90) days shall not apply unless County confirms in writing that all required data have been received.

Tax Exemption

The County is exempt from the payment of federal excise taxes and Texas state sales and use taxes to the extent authorized by law. Upon request, the County shall provide applicable tax exemption documentation.

Attorney's Fees and Collection Costs

Any provision requiring the County to pay Contractor's attorney's fees, collection costs, penalties, finance charges, interest, or similar assessments is deleted except to the extent expressly authorized by Texas law.

No Setoff Waiver

The County does not waive any rights, defenses, offsets, credits, or remedies available under applicable law. Any contractual prohibition on setoff is deleted.

Audit Rights

Contractor shall maintain records relating to performance under the Agreement for a minimum of four (4) years following expiration or termination. The County, its auditors, and other authorized governmental entities shall have reasonable access to records necessary to verify Contractor's compliance with the Agreement.

Survival

The provisions concerning governmental immunity, confidentiality, public records, security, data ownership, data return, records retention, audit rights, and applicable law shall survive expiration or termination of the Agreement.

BURNET COUNTY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

DRONESENSE, INC.

By: _____
Name: _____
Title: _____
Date: _____