EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (the "Agreement") dated _____

BETWEEN:

ProStar Flight Services, LLC of 721 Airport Rd, Greeley, CO 80631, USA

(the "Company / Employer")

OF THE FIRST PART

- AND -

_____ of

_____, USA (the "Pilot / Employee")

OF THE SECOND PART

BACKGROUND:

A. The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.

B. The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

COMMENCEMENT DATE AND TERM

1. The Employee will commence formal employment with the Employer upon successful completion of a confirmation of flight skills (ie “Flight Confirmation”). This Flight Confirmation is to occur on or around the 21st day of October, 2026, the passing of which will lead to the commencement of the terms set forth in this Agreement (the "Commencement Date"). A Pilot who fails the Flight Confirmation will not become an Employee of Employer and will be sent home at Employer’s expense.
2. Subject to termination as provided in this Agreement, the Employee's position is a seasonal temporary position and will end on or around the 15th day of June, 2027 – upon successful delivery of assigned aircraft back to KGXY or as otherwise directed by management. The parties acknowledge that various provisions of this Agreement survive past termination of employment.

JOB TITLE AND DESCRIPTION

3. The initial job title of the Employee will be the following: **Aerial Survey Pilot** ("Pilot"). The initial job duties the Employee will be expected to perform will consist of, but not be limited to the following:

   a. Safely conduct flights as Pilot-In-Command under Part 91 in accordance with Federal Aviation Regulations and company procedures.

   Work closely with supervisor to understand capture goals of each flight/project, and actively and continuously monitor weather and flight plan to accomplish these goals.

   Plan project-specific logistics including FBO coordination, ATC/airspace coordination, and hazard report assessments of locations prior to project deployments.

   Learn and execute basic operation of image capture acquisition software onboard aircraft; perform basic troubleshooting of equipment as needed.

   Mobility and schedule flexibility are essential for this position. Travel is seasonal and is 100% of the time to locations throughout the continental United States, including mountainous regions, weekends, and holidays. If the weather permits capture, the pilot is flying capture.

   Work with Director of Operations to plan scheduled aircraft maintenance and coordinate unscheduled aircraft maintenance while on projects.

   Organize logistics for travel and track and maintain appropriate documentation for expenditures (ie receipts, itineraries, etc).

   Must be able to take direction from supervisor and senior team members.

   Ensure correct project-specific equipment and tools are on aircraft before departing for projects.

   Load and reload data drives.

   Provides friendly service to and maintains positive relationships with all internal and external clients and vendors.

   Must abide by all Confidentiality / Non-Disclosure Agreements as requested by Company.

   Adhere to the spirit of the Vision and Mission of the company and the company Values.;

   b. When a Pilot is with an airplane they are expected to be "in-service" at all times – 7 days per week and 12 hours per day. To be clear, when a *Pilot is deployed* on-shift with the aircraft, there are NO *SCHEDULED* "days off." If the aircraft is ready to fly and the weather permits, the aircraft is flying – maybe for an hour, maybe for 8 hours, maybe for a morning before weather, maybe for an afternoon after weather clears, weekends, holidays, etc.;

   c. If the weather does not permit flight at the moment, the Pilot is still expected to pre-flight the aircraft, submit daily Pilot logs, monitor the weather, communicate with management, etc. Essentially, the Pilot is still "on-duty."

   d. If an aircraft is down for unscheduled maintenance (flat tire for instance), the ***Pilot*** is responsible for acting as the main problem solver (with help from the DOO), and then re- coordinating other incidentals (hotels, transportation such as rental car, ride-share, etc). Management will provide support and guidance, but it is expected the Pilot take the lead, the responsibility, and the accountability for the mission.; and

   e. May perform other job duties as directed by management.

4. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.

5. The Employee will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.

6. The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer or after a notice period required under law.

7. The Employee agrees to abide by the Employer's rules, regulations, policies, and practices, including those concerning work schedules, vacation, and sick leave, as they may from time to time be adopted or modified.

EMPLOYEE COMPENSATION

8. Compensation paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") is as follows:

Covered costs

While a Pilot is on the road with the aircraft, Employer covers the cost of hotels (within the Engine travel policy limits for the destination) and car rental (up to $60/day) OR Ride-Share (up to $60/day). We also cover the cost of commercial transfer flights on/off shift up to $400 per flight. A Pilot may book an out-of-policy flight in Engine, with a stated reason, subject to approval by the DOO and the President. Any amount above $400 per flight will be deducted from the Pilot's most recent available paycheck as described in Section 9(b). **We expect Pilots to minimize these costs to the best of their ability, and to use all required Company apps.** For instance, if we have several Pilots in one locale for a period of time, we may rent an Airbnb with separate rooms rather than several hotel rooms, and have one (1) rental car rather than several cars, etc.

All Pilots will have a company login to specific apps to book their own rooms, rental cars, and commercial flights - as applicable and approved.

Per diem

While on the road, staying overnight away from home, ***and*** when the assigned aircraft is based 50 miles or greater from their home (base of operations), Pilots will receive a daily flat per diem to cover meals and incidentals at the "standard M&IE" rate of $64/day. This is paid in arrears along with flight pay on a bi-weekly payroll schedule.

Pilots traveling on/off schedule will receive 50% of the M&IE allowance of $32/day on their travel days to/from the aircraft for on/off shift. They will NOT receive compensation or reimbursement for lodging costs on the travel day home and are not provided transport on/off shift to/from commercial airport to/from their "base of operations."

Daily Base Pay

A daily *in-service* rate (Daily Base) is paid to the Pilot for every day the Pilot is "in-service" with the aircraft. This is paid in arrears along with flight pay on a bi-weekly payroll schedule. If the Pilot is in-service, but the aircraft is not (ie weather, unscheduled maintenance), this in-service rate is still paid. If the Pilot is "out-of-service" due to illness, fatigue, or personal reasons, but the aircraft is in-service, the in-service rate will *not be paid* (per diem, hotel, and car rental/ride share costs are covered in this scenario for up to 3 days).

Pilots WILL NOT be paid Daily Base Pay (nor per diem or other costs) during their scheduled days off, which includes transfer days on/off shift.

Flight Pay

Per flight hour pay and daily base pay is based upon the number of seasons a Pilot has flown for ProStar. These are also paid in arrears, on a bi-weekly basis.

See table below for details.

# of Seasons flying for ProStar	Flight Pay	Daily Base Pay
• 1st Season	• $20 per flight hour	• $60
• 2nd Season	• $25 per flight hour	• $65
• 3rd + Season	• $30 per flight hour	• $75

PER DIEM	M&IE -- $64 (Travel days on/off shift is 50% less)
FLIGHT BONUS	20% of flight pay (when criteria are met)
TRANSFER FLIGHTS On/Off SHIFT	$400 covered per flight transfer. Any amount over $400 is deducted from the Pilot's pay (see Section 9(b)).

- End of Season Flight bonuses are an added addition to the standard flight pay and are tracked and paid to *eligible Pilots* at the end of the season -- if certain criteria are met. To qualify, Pilots must stay for the entire contract season or all flight bonus and any other bonus is forfeit.

9. This Compensation will be payable every two weeks while this Agreement is in force. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law.

a. Flight bonuses are an added addition to the standard flight pay and are tracked and paid to eligible Pilots at the end of the season if certain criteria are met. To qualify, Pilots must stay for the entire contract season or all flight bonus and any other bonus is forfeited.

b. Out-of-policy flights. If the Employee books an out-of-policy flight in Engine at the Employee's request, the Employee authorizes the Employer in writing to deduct from the Employee's most recent available paycheck the amount of the fare that exceeds $400 per flight. The booking requires the Employee's stated reason and approval by the DOO and the President. The Employer will not make any deduction that is not permitted by law.

10. The Employee understands and agrees that any additional remuneration paid to the Employee in the form of other bonuses or other similar incentive remuneration will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.

11. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

a. The Employee acknowledges receipt of the ProStar Flight Services Employee Handbook and the Company Travel & Expense Policy (collectively, the "Company Policies"). The Employee agrees to read, understand, and comply with all Company Policies, as may be amended from time to time at the Employer's discretion. The Company Policies are incorporated into this Agreement by reference and form part of the terms and conditions of employment.

b. The Employee understands that the Company Policies provide additional detail regarding employment terms, benefits, expense reimbursement procedures, conduct expectations, and other operational matters. In the event of any conflict between this Agreement and the Company Policies, this Agreement shall control unless the Company Policies provide greater benefits or protections to the Employee, in which case the Company Policies shall control.

c. The Employer reserves the right to modify, supplement, or rescind any Company Policies at any time, with or without notice. Updated policies will be communicated to employees and made available through appropriate channels.

12. The pay period is a two-week period which begins on Sunday at 0000 hrs MT and ends two Saturday's later at 2359 hrs MT. The pay date is the following Friday. Currently, the following is the sequence of dates for pay period end dates: October 24, 2026 (pay date October 30, 2026); November 7, 2026 (pay date November 13, 2026) etc.

13. Employees who are NOT residents of Colorado, will only have Federal taxes withheld from their paycheck. **These Employees will be wholly responsible for reporting and paying their particular State income taxes as appropriate**.

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PLACE OF WORK

14. The Employee's primary place of work will be remote with the aircraft. Employee's base of operations is their respective home residence as this is where their work will "start" and "end."

TIME OF WORK

15. The day begins at a time early enough to sufficiently preflight and prepare the aircraft for capture. Flying ends when capture is complete, or conditions require the end of the flight. The day ends when all subsequent items are taken care of (ie data drives sent off for processing, daily pilot log complete, receipts uploaded and documented, the next day's flight plan reviewed and prepared).

16. During time "on-shift," Pilot is to be ***available*** 12 hours/day, 7 days per week.

17. However, the Employee will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside of the Employee's Normal Hours of Work as deemed necessary by the Employer to meet the business needs of the Employer.

EMPLOYEE BENEFITS

18. The Employee will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's employment booklets, manuals, and policy documents or as required by law.

19. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 30 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

CONFLICT OF INTEREST

20. During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer.

CONFIDENTIAL INFORMATION

21. The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.

22. The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.

23. The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer. A copy of such a third-party agreement with Employer’s Vendor, EagleView Technologies Inc., is attached as Exhibit A and hereby incorporated into this Agreement.

24. The Confidential Information will not include information that:

- **a.** Is generally known in the industry of the Employer;
- **b.** Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
- **c.** Was rightfully in the possession of the Employee prior to the disclosure to the Employee by the Employer;
- **d.** Is independently created by the Employee without direct or indirect use of the Confidential Information; or
- **e.** The Employee rightfully obtains from a third party who has the right to transfer or disclose it.

25. The Confidential Information will also not include anything developed or produced by the Employee during the Employee's term of employment with the Employer, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:

- **a.** Was developed without the use of equipment, supplies, facility or Confidential Information of the Employer;
- **b.** Was developed entirely on the Employee's own time;
- **c.** Does not result from any work performed by the Employee for the Employer; and
- **d.** Does not relate to any actual or reasonably anticipated business opportunity of the Employer.

DUTIES AND OBLIGATIONS CONCERNING CONFIDENTIAL INFORMATION

26. The Employee agrees that a material term of the Employee's contract with the Employer is to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employee's employment by the Employer.

The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.

27. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer, would gravely affect the effective and successful conduct of the Employer's business and goodwill, and would be a material breach of this Agreement.

28. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for five years from the date of such expiration or termination, except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

29. The Employee may disclose any of the Confidential Information:

- **a.** To a third party where Employer has consented in writing to such disclosure; or
- **b.** To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body after providing reasonable prior notice to the Employer.

30. If the Employee loses or makes unauthorized disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

OWNERSHIP AND TITLE TO CONFIDENTIAL INFORMATION

ProStar Legal Services

31. The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of the Confidential Information.

32. The Employee waives any moral rights that the Employee may have with respect to the Confidential Information.

33. The Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Employee during the Employee's term of employment with the Employer and to assign to the Employer any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by the Employer, both during and after the Employee's employment with the Employer, in order to vest more fully in the Employer all ownership rights in those items transferred by the Employee to the Employer.

RETURN OF CONFIDENTIAL INFORMATION

34. The Employee agrees that, upon request of the Employer or upon termination or expiration, as the case may be, of this employment, the Employee will turn over to the Employer all Confidential Information belonging to the Employer, including but not limited to, all documents, plans, specifications, disks or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Employee that:

- **a.** May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
- **b.** Is connected with or derived from the Employee's employment with the Employer.

EXHIBIT A – MUTUAL CONFIENTIALITY AGREEMENT

35. The Employee acknowledges that Exhibit A (Mutual Confidentiality Agreement) is attached to and forms an integral part of this Agreement. The Employee agrees to execute Exhibit A simultaneously with this Agreement. The terms and obligations set forth in Exhibit A shall survive the termination of this Agreement and shall remain binding upon the Employee.

CONTRACT BINDING AUTHORITY

36. Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.

TERMINATION OF EMPLOYMENT – AT-WILL STATUS

37. The Employer and the Employee agree that the ***Employee's employment is at-will***. As such, this Agreement is subject to termination by the Employee or the Employer at any time with or without notice, and with or without cause. Nothing in this Agreement, or in any of the Employer's policies or procedures, should be interpreted to eliminate the at-will employment status of the Employee.

38. If notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to compensation or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

REMEDIES

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39. In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee agrees that the Employer is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to the Employer at law or in equity, in order to prevent or restrain any such breach by the Employee or by the Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Employee.

SEVERABILITY

40. The Employer and the Employee acknowledge that this Agreement is reasonable, valid, and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

NOTICES

41. Any notices, deliveries, requests, demands, or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

Employer:

Name: ProStar Flight Services LLC
Address: 721 Airport Rd, Greeley, CO 80631, USA
Email: jobs@prostarflight.com

Employee:

Name: _____

Address: _____

Email: _____

MODIFICATION OF AGREEMENT

42. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

GOVERNING LAW

43. This Agreement will be construed in accordance with and governed by the laws of the State of Colorado.

DEFINITIONS

44. For the purpose of this Agreement the following definitions will apply:

a. 'Work Product' means work product information, including but not limited to, work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development.

b. 'Computer Software' means computer software resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development, including but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches, and system designs.

c. 'Other Proprietary Data' means information relating to the Employer's proprietary rights prior to any public disclosure of such information, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing, and licensing proprietary rights (including patents, copyrights, and trade secrets).

d. 'Business Operations' means operational information, including but not limited to, internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services, and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Employer's business.

e. 'Marketing and Development Operations' means marketing and development information, including but not limited to, marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast

assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being considered.

f. 'Customer Information' means customer information, including but not limited to, names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed, or received by customers of the Employer.

g. 'Termination Date' means the date specified in this Agreement or in a subsequent notice by either the Employee or the Employer to be the last day of employment under this Agreement. The parties acknowledge that various provisions of this Agreement will survive the Termination Date.

GENERAL PROVISIONS

45. Time is of the essence in this Agreement.

46. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

47. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

48. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.

49. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

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50. If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Employer and the Employee. Any duties, obligations, and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.

51. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

EMPLOYEE ACKNOWLEDGEMENTS

By signing below, the Employee acknowledges and confirms:

☐ I have received and read the ProStar Flight Services Employee Handbook

☐ I have received and read the Company Travel & Expense Policy

☐ I have received and read Exhibit A (Mutual Confidentiality Agreement) attached to this Agreement

☐ I authorize the out-of-policy flight deduction described in Section 9(b)

☐ I understand that these policies and exhibits are incorporated into my employment agreement

☐ I agree to comply with all Company Policies and the terms of Exhibit A as a condition of my employment

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IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this date:

DATE: _____

ProStar Flight Services LLC

By:_____

Dusty L Brailsford, President/CEO

Aerial Survey Pilot:

_____

EXHIBIT A

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into, as of May 29, 2023 (the "Effective Date"), by and between Eagle View Technologies, Inc., a Washington corporation having a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 ("EagleView"), and ProStar Flight Services, LLC, a Colorado limited liability company having a place of business located at 721 Airport Rd, Greeley, CO 80631 ("Counterparty"). As used in this Agreement, the term "Recipient" means Counterparty and its Representatives (as defined below), on the one hand, or EagleView and its Representatives, on the other hand, as applicable, with respect to Confidential Information (as defined below) received from the other party to this Agreement and "Discloser" means EagleView and its Representatives, on the one hand, or Counterparty and its Representatives, on the other hand, as applicable, with respect to Confidential Information disclosed to the other party to this Agreement. The term "Representatives" means, with respect to a party, its Affiliates and its and their respective directors, officers, employees, agents, representatives, advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors), and judicial scriveners. The term "Affiliates" means, with respect to a specified party, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a party, in each case where the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a party, whether through ownership of voting securities, by contract interest or otherwise.

1. Definition of Confidential Information. "Confidential Information" means (a) any technical and non-technical information disclosed by Discloser to Recipient on or after the Effective Date in writing, orally, electronically or by inspection of tangible objects, including without limitation information related to current, future and proposed products and services of Discloser, information concerning intellectual property, trade secrets, research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, markets, marketing plans, sales information, customer lists, business forecasts, file layouts, screen layouts, data and database models and structures, information accessed from databases, formulae, hardware configurations, software (including source and object code), computer programs, algorithms, application program interface specifications including routines, data structures, object classes, variables, system call scripts, libraries and related documentation, in each case whether or not marked as "confidential" or "proprietary"; and (b) any information a party has received from others that may be made known to the other party and which such party is obligated to treat as confidential or proprietary.

2. Nondisclosure and Nonuse Obligations. Recipient will not) use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except to the extent strictly necessary to determine the feasibility of entering into a business relationship with Discloser (the "Purpose"). Furthermore, neither party will disclose the existence of any negotiations, discussions or consultations in progress between the parties to any form of public media without the prior written approval of the other party. Recipient will treat all Confidential Information with the same degree of care as Recipient accords to Recipient's own confidential and proprietary information, but with not less than reasonable care. Recipient shall disclose Confidential Information only to those Representatives who need to know such information to assist Recipient with respect to the Purpose. Recipient certifies that each such Representative will have agreed in writing in order to obtain any Confidential Information to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of any Confidential Information. Recipient shall assist Discloser in remedying any such unauthorized use or disclosure of any Confidential Information. Recipient agrees to be responsible for any breach of this Agreement by any of its Representatives.

3. Exclusions from Nondisclosure and Nonuse Obligations. Recipient's obligations under Section 2 (Nondisclosure and Nonuse Obligations) shall not apply to any Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser; or (c) was developed by employees or agents of Recipient independently of and without reference to any Confidential Information. A disclosure by Recipient of any Confidential Information (i) in response to a valid order by a court or other governmental body or (ii) as otherwise required by law will not be considered to be a breach of this Agreement by Recipient or a waiver of confidentiality for other purposes; *provided, however*, that Recipient will provide prompt prior written notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure.

4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information, and any Derivatives (defined below) thereof, whether created by Discloser or Recipient, are the property of Discloser and no license or other rights to any Confidential Information or Derivatives, other than the limited right to use for the Purpose, is granted or implied hereby under any form of intellectual property right. For purposes of this Agreement, "Derivatives" means: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. All materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) furnished by Discloser to Recipient (whether or not they contain or disclose Confidential Information) are the property of Discloser. Within five (5) days after any request by Discloser, Recipient shall destroy or deliver to Discloser, at Discloser's option, (i) all such furnished materials and (ii) all materials in Recipient's possession or control (even if not furnished by Discloser) that contain or disclose any Confidential Information. Recipient will provide Discloser a written certification of Recipient's compliance with Recipient's obligations under this Section.

5. Independent Development. Recipient may currently or in the future be developing information internally, or receiving information from other parties, that may be similar to Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that Recipient will not develop or have developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by any Confidential Information.

6. No Disclosure of Third-Party Information. Neither party shall (and shall cause its Representatives not to) communicate any information to the other in violation of the proprietary rights of any third party.

7. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance. Recipient acknowledges and agrees that Discloser is not responsible or liable for any decisions made by Recipient in reliance upon disclosures made pursuant to this Agreement.

8. No Export. Recipient will obtain any licenses or approvals the U.S. government or any agency thereof requires prior to exporting, directly or indirectly, any technical data acquired from Discloser pursuant to this Agreement or any product utilizing any such data.

9. Term. This Agreement will govern all communications between the parties that are made two (2) years from the Effective Date or until the date on which either party receives from the other written notice

that subsequent communications shall not be so governed, whichever occurs first; *provided, however*, that a Recipient's obligations under Section 2 (Nondisclosure and Nonuse Obligations) shall continue for a period of five (5) years from the date of termination with respect to Confidential Information that Recipient has previously received unless such obligations no longer apply pursuant to Section 3 (Exclusions from Nondisclosure and Nonuse Obligations). Notwithstanding the foregoing, confidentiality obligations for any Confidential Information which constitutes a trade secret shall survive for as long as such information remains a trade secret under applicable law.

10. No Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety to an acquirer of all or substantially all the assets of the assigning party.

11. Injunctive Relief. A breach by Recipient of this Agreement may cause irreparable and continuing damage to Discloser for which money damages may be insufficient, and Discloser shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

12. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

13. Governing Law; Forum. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the state of New York, without reference to its conflicts of laws rules. Each of the parties consents to jurisdiction of and venue in the federal and state courts located in Monroe County, New York, as applicable, for any matter arising out of or relating to this Agreement. Notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

14. Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

15. Waiver; Modification. If a party waives any term, provision or a party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the party against whom such waiver is asserted. No waiver by a party of a breach of this Agreement by the other party shall constitute a waiver of any other or subsequent breach by such other party. This Agreement may be modified only if authorized representatives of both parties consent in writing.

16. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Confidential Information, written or oral.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EAGLE VIEW TECHNOLOGIES, INC.	**PROSTAR FLIGHT SERVICES, LLC**
By: _____	By: Dusty Brailsford Dusty Brailsford (May 30, 2023 14:40 MDT)
Name: _____	Name: Dusty Brailsford
Title: _____	Title: Member/CEO