

AUTONOMOUS MOWING SERVICE AGREEMENT

VFR Mowing

The short version

A plain-language summary for skimming. It is not part of the Agreement; if anything here differs from the numbered Sections below, the Sections control.

- **What you get.** We place our own robotic mower(s) on your property and run, monitor, maintain, and fix them. Mowing only; no trimming, edging, or spraying. (Sections 1, 4)
- **Free demo first, then 12 months.** Any demo is free. The 12-month term starts on the first day of paid service, then rolls month to month with 30 days notice either way. (Section 2)
- **Paying.** The monthly fee in Exhibit A is due on the date shown there. Late payments accrue interest; at 14 days overdue we may pause service and pick up the mower. (2.7)
- **Leaving early.** Neither of us can cancel the first 12 months just because we feel like it. If you end it early, you owe the deployment recovery fee plus half of the remaining months. Serious breaches by either side are handled separately. (2.4, 2.5)
- **The mower stays ours.** If it is destroyed, stolen, or run over because of something on your side (people, animals, aircraft, vehicles, or a hazard we were not told about), you owe the agreed value in Exhibit A (\$7,500 for a 6-acre mower); your insurance can pay it. Normal wear is on us. (1.2, 6.4)
- **Your side of the deal.** Give us access; keep animals, trailers, vehicles, and aircraft out of the mowing area; mark sprinklers, wiring, and hazards; and tell pilots, tenants, and guests that an unattended mower is working on the property. (Section 3)
- **When things go wrong.** Minor cosmetic damage can happen; tell us within 72 hours and we fix what our negligence or a malfunction caused. Our liability is capped at 12 months of fees. (5, 6.3)
- **Downtime.** If the mower does no mowing for more than 7 straight days for a reason that is not yours (weather, outages, breakdowns), each day past the seventh is credited on your next bill. (8.2)
- **Our exits.** If the manufacturer discontinues or stops supporting the mowers and we cannot get suitable replacements, we may end the Agreement on 30 days notice and refund anything prepaid. During any dormancy window in your schedule we may temporarily move the mower elsewhere. (1.6, 2.6)
- **Disputes.** Talk first; small claims court is available to both of us; anything bigger goes to arbitration in Comal County, no jury. (Section 9)
- **Homeowners.** If you signed at your home for personal use, you can cancel within 3 business days using Exhibit B. (Section 11)

This Autonomous Mowing Service Agreement (the "Agreement") is entered into as of the date last signed below (the "Effective Date") by and between:

Service Provider: TSIIS LLC, d/b/a VFR Mowing, a Texas limited liability company, with its principal place of business at 1335 Tulip Lane, New Braunfels, TX 78130 (hereinafter "Provider" or "VFR Mowing").

Client: The individual or entity identified in Exhibit A attached hereto (hereinafter "Client").

Provider and Client are each referred to herein as a "Party" and collectively as the "Parties."

1. SCOPE OF SERVICES

1.1 Services. Provider shall furnish autonomous robotic mowing services (the "Services") at the property or properties identified in Exhibit A (each a "Service Location"). The Services include the deployment, operation, monitoring, maintenance, and retrieval of Provider-owned autonomous mowing equipment, together with its charging stations, RTK base stations, antennas, enclosures, and boundary markers (collectively, the "Equipment") at the Service Location(s).

1.2 Equipment Ownership. All Equipment deployed at the Service Location remains the sole and exclusive property of Provider at all times. The Equipment is and shall remain personal property of Provider and shall not become a fixture or part of the real property, regardless of the manner in which it is placed or affixed. Client acquires no ownership interest, lien, or security interest in the Equipment under this Agreement, and Client waives any landlord's, owner's, or statutory lien in the Equipment.

1.3 Scope Exclusions. Unless otherwise agreed in writing, the Services do not include tree removal, irrigation repair, hardscape installation, herbicide or pesticide application, landscaping design, edging, trimming of structures or fencing, or any work beyond autonomous mowing of turf areas.

1.4 Exhibit A. The specific service schedule, service area(s), pricing, payment terms, agreed Equipment values, and any additional terms applicable to the Services shall be set forth in Exhibit A, which is incorporated herein by reference. In the event of a conflict between this Agreement and Exhibit A, Exhibit A shall control with respect to pricing, scheduling, and Equipment values, and with respect to any other matter where Exhibit A expressly states that it modifies an identified Section of this Agreement. In all other respects, the terms of this Agreement shall prevail.

1.5 Client Representations. Client represents and warrants that: (a) Client owns the Service Location or otherwise has the legal right and authority to permit the placement and operation of the Equipment on the Service Location for the full term of this Agreement; (b) where the Service Location is leased, subject to a property owners' or airpark association, or held with co-owners, Client has obtained any consent required from the landlord, association, or co-owners; (c) no mortgage, lien, or agreement affecting the Service Location prohibits the Services; and (d) the person signing this Agreement for Client is authorized to bind Client.

1.6 Dormancy Windows; Redeployment of Equipment. Where the Service Schedule in Exhibit A includes periods in which mowing is scheduled infrequently or not at all (each a "Dormancy Window"), Provider reserves the right, at its sole discretion and without reduction of the Monthly Fee, to remove some or all of the Equipment from the Service Location during a Dormancy Window and to use it elsewhere, including for demonstrations or service at other locations. Provider shall give Client reasonable notice before removal, shall leave in place or remove any charging or RTK infrastructure as it sees fit, and shall redeploy Equipment of equivalent capability so that the Services resume on or before the end of the Dormancy Window. Any Equipment removed under this Section is at Provider's risk while it is away from the Service Location, and Section 6.4 does not apply to it during that time.

2. TERM, TERMINATION, AND PAYMENT

2.1 Demonstration Period. Provider may, at its option, conduct a demonstration of the Services at the Service Location before paid Services begin (the "Demonstration Period"). The Demonstration Period is provided free of charge, is not part of the Initial Term, and may be ended by either Party at any time without liability. Sections 3, 5, 6, and 7 apply during any Demonstration Period.

2.2 Service Commencement Date and Initial Term. The "Service Commencement Date" is the first day on which the Equipment is deployed at the Service Location for paid Services, as recorded by

Provider and confirmed to Client in writing (email sufficient). This Agreement is binding as of the Effective Date, and the Services shall continue for an initial term of twelve (12) months beginning on the Service Commencement Date (the "Initial Term"). During the Initial Term, neither Party may terminate this Agreement for convenience.

2.3 Post-Initial Term. Following the expiration of the Initial Term, this Agreement shall continue on a month-to-month basis under the same terms and conditions. After the Initial Term, either Party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other Party. Provider may adjust pricing during the month-to-month period with thirty (30) days written notice.

2.4 Termination for Cause. Notwithstanding Section 2.2, either Party may terminate this Agreement upon written notice if the other Party: (a) commits a material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice specifying the breach; (b) becomes insolvent or files for bankruptcy; or (c) engages in conduct that materially endangers health, safety, or property. Dissatisfaction with the Services that does not amount to a material breach, seasonal changes in mowing requirements, sale or lease of the Service Location, and changes in Client's circumstances are not grounds for termination for cause.

2.5 Early Termination by Client. Any purported termination, cancellation, or repudiation of this Agreement by Client during the Initial Term other than under Section 2.4, and any termination by Provider under Section 2.4 for Client's breach, constitutes an early termination by Client. The Parties acknowledge that Provider incurs substantial up-front costs in surveying, mapping, and deploying Equipment at the Service Location, that Provider's actual damages from an early termination would be difficult to determine, and that the following amount is a reasonable estimate of those damages and not a penalty. Upon an early termination by Client, Client shall pay Provider, within fifteen (15) days of invoice, an early termination fee equal to the sum of: (a) the Deployment Recovery Fee stated in Exhibit A; plus (b) fifty percent (50%) of the Monthly Fee multiplied by the number of whole and partial months remaining in the Initial Term (the "Early Termination Fee"), together with all fees accrued through the termination date. The Early Termination Fee is Provider's sole monetary remedy for the lost balance of the Initial Term, but does not limit Client's obligations under Sections 5 and 6.

2.6 Termination by Provider for Equipment Unavailability. If the manufacturer of the Equipment discontinues, recalls, or ceases to support the Equipment or its software or network services, or if Provider is otherwise unable to obtain, repair, or replace Equipment suitable for the Service Location on commercially reasonable terms, Provider may terminate this Agreement upon thirty (30) days written notice without liability to Client. In that event Provider shall refund any prepaid fees for periods after the termination date, no Early Termination Fee shall apply, and neither Party shall have any further obligation except those that survive under Section 10.9.

2.7 Payment; Late Payment. Client shall pay the fees set forth in Exhibit A on or before the due date stated there. Any amount not paid within seven (7) days of its due date shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law if lower, from the due date until paid. A returned-payment fee of \$35 applies to any payment that is dishonored. If any amount remains unpaid fourteen (14) days after its due date, Provider may, upon written notice, suspend the Services and remove the Equipment from the Service Location. Suspension does not relieve Client of its payment obligations, the Initial Term continues to run during any suspension, and Provider may condition resumption of Services on payment of all past-due amounts plus a redeployment fee equal to the Deployment Recovery Fee. Client shall reimburse Provider's reasonable costs of collection, including attorneys' fees and collection agency fees. Fees are exclusive of any applicable sales or use taxes, which Client shall pay where required by law.

2.8 Effect of Termination; Retrieval. Upon termination or expiration, Provider shall promptly retrieve all Equipment from the Service Location. Client shall provide access for Equipment retrieval within five (5) business days of the termination date, and Client grants Provider and its agents the right to enter the Service Location during reasonable hours for that purpose. If Client fails to provide access or otherwise prevents retrieval, Client shall pay a holdover fee equal to the daily pro-rated Monthly Fee for each day of delay and, if the Equipment has not been returned within thirty (30) days of the termination date, the Agreed Equipment Value stated in Exhibit A for each item not returned. All fees accrued through the date of termination remain due and payable.

3. CLIENT OBLIGATIONS

3.1 Property Access. Client shall provide Provider with reasonable and timely access to the Service Location for deployment, monitoring, maintenance, and retrieval of Equipment. Client shall provide gate codes, keys, or other access credentials as necessary.

3.2 Property Conditions. Client shall maintain the Service Location in a condition suitable for autonomous mowing operations, including but not limited to: (a) removing debris, large objects, and hazards from mowing areas prior to scheduled service; (b) marking or identifying underground utilities, sprinkler heads, invisible fencing, drainage features, runway lighting and wiring, and other subsurface or low-profile installations; (c) keeping pets, livestock, and other animals out of the designated mowing areas while the Equipment is in operation, and maintaining fencing sufficient for that purpose; (d) keeping trailers, vehicles, aircraft, implements, hoses, tools, and other movable items clear of the designated mowing areas; and (e) notifying Provider of any changes to property conditions, fencing, landscaping, or structures that may affect the Services. Client acknowledges that the Equipment operates unattended and cannot recognize every object or animal, and accepts the risk of damage to any item, animal, or installation that Client places or allows within a mowing area in breach of this Section.

3.3 Power Supply. If agreed upon in Exhibit A, Client shall provide access to an outdoor AC power outlet for Equipment charging. Where no AC power is available at the Service Location, Provider shall supply its own charging infrastructure at no additional charge unless otherwise specified in Exhibit A.

3.4 Notification of Issues. Client shall promptly notify Provider of any Equipment malfunction, damage, theft, or unusual behavior observed during operations.

3.5 No Interference. Client shall not tamper with, move, modify, disassemble, or otherwise interfere with the Equipment or any associated infrastructure (including charging stations, RTK base stations, and boundary markers), except that Client may stop or move the Equipment where reasonably necessary to prevent imminent injury or damage, provided Client notifies Provider as soon as practicable afterward. Any other unauthorized interference that damages the Equipment, disrupts the Services, or is repeated after written notice shall constitute a material breach of this Agreement.

3.6 Care of Equipment. Client shall exercise reasonable care to avoid damage to the Equipment while it is located at the Service Location, and shall not operate, tow, lift, or relocate the Equipment, or permit any third party to do so, without Provider's prior written consent, except as permitted in Section 3.5.

3.7 Airstrip and Aircraft Operations. Where the Service Location includes a runway, taxiway, apron, or other area used by aircraft, the following apply: (a) Client shall inform Provider of expected flight operations, and Provider will schedule mowing of runway and taxiway areas in the windows agreed in Exhibit A; (b) Client is solely responsible for informing all pilots, tenants, guests, and other users of the Service Location that unattended autonomous mowing equipment operates on the property, including by posting notices at the Service Location and, for a public-use or shared-use airstrip, by publishing a

NOTAM or the equivalent notice customary for that facility and notifying the airport manager or association; (c) Client shall not permit aircraft or vehicles to operate on areas being mowed and shall keep the Equipment's parking and charging locations clear of aircraft movement areas; and (d) Provider shall not be liable for any damage to aircraft, vehicles, or their contents, or for any injury, resulting from an aircraft or vehicle striking, running over, or maneuvering around the Equipment, and any resulting damage to the Equipment shall be treated as Client-caused loss under Section 6.4.

3.8 Insurance. Client shall maintain property and general liability insurance customary for the Service Location. Where Exhibit A identifies the Service Location as commercial, municipal, public-use, or shared-use, Client shall, upon request, name Provider as an additional insured on its general liability policy and provide a certificate of insurance.

4. PROVIDER OBLIGATIONS

4.1 Professional Standards. Provider shall perform the Services in a professional and workmanlike manner consistent with industry standards for autonomous mowing operations.

4.2 Equipment Maintenance. Provider shall maintain all Equipment in good working order, perform necessary repairs, and replace Equipment as needed to provide the Services, subject to Sections 2.6 and 8.

4.3 Remote Monitoring. Provider shall remotely monitor Equipment operations and address operational issues in a commercially reasonable timeframe.

4.4 Safety. Provider shall operate the Equipment in compliance with all applicable local, state, and federal laws, regulations, and safety standards. The Equipment is designed with GPS boundary containment and onboard obstacle detection sensors to minimize risk of property damage or personal injury.

4.5 Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY PARTICULAR MOWING FREQUENCY, CUT HEIGHT, OR TURF APPEARANCE WILL BE ACHIEVED, OR THAT THE EQUIPMENT WILL OPERATE DURING ADVERSE WEATHER, SATURATED GROUND, EXCESSIVE GRASS HEIGHT, OR LOSS OF GPS, RTK, OR CELLULAR SIGNAL. CLIENT'S REMEDIES FOR SERVICE INTERRUPTION ARE LIMITED TO THOSE IN SECTION 8.2.

5. LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF THE SERVICE LOCATION OR ANY AIRCRAFT, OR LOSS OF DATA, REGARDLESS OF THE THEORY OF LIABILITY. PROVIDER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO PROVIDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTHING IN THIS SECTION LIMITS CLIENT'S PAYMENT OBLIGATIONS, CLIENT'S OBLIGATIONS UNDER SECTIONS 5.3 AND 6.4, OR EITHER PARTY'S LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT.

5.2 Provider Indemnification. Provider shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) to the extent arising out of or

resulting from: (a) Provider's negligent acts or omissions in performing the Services; (b) bodily injury or property damage caused by the Equipment during normal operations due to Provider's fault; or (c) Provider's violation of applicable law.

5.3 Client Indemnification. Client shall indemnify, defend, and hold harmless Provider and its officers, members, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from: (a) Client's failure to comply with its obligations under Section 3, including the failure to warn or control pilots, tenants, guests, invitees, or other users of the Service Location; (b) Client's negligent acts or omissions or those of Client's family, employees, tenants, guests, invitees, or contractors; (c) hazards on the Service Location not disclosed to Provider; (d) unauthorized interference with the Equipment; or (e) any inaccuracy in the representations in Section 1.5.

5.4 Provider Not Owner or Occupier; Tender of Third-Party Claims. Client acknowledges that Provider does not own, occupy, manage, or control the Service Location, does not control who enters it, and is present only to deploy and service the Equipment. As between the Parties, Client is responsible for the condition of the Service Location and for the safety of persons Client permits on it. If any third party asserts a claim against Provider arising from that person's presence on or use of the Service Location, Provider may tender the claim to Client, and Client shall assume the defense of the claim at Client's expense within fifteen (15) days of tender, except to the extent the claim is finally determined to have resulted from Provider's own negligence, in which case the Parties shall bear the claim in proportion to their respective fault.

6. ASSUMPTION OF RISK, PROPERTY DAMAGE AND EQUIPMENT LOSS

6.1 Nature of Autonomous Equipment. Client acknowledges that autonomous robotic mowing equipment operates unattended with GPS-guided navigation, onboard sensors, and software-controlled systems. While Provider takes commercially reasonable precautions to minimize risk, Client understands that no autonomous system is infallible and that minor cosmetic damage to landscaping, garden beds, or unmarked objects may occasionally occur.

6.2 Pre-Service Property Assessment. Prior to initial deployment, Provider shall conduct a walkthrough of the Service Location with Client to identify and document existing property conditions, hazards, and areas requiring exclusion from mowing operations. Client is responsible for disclosing all known hazards.

6.3 Damage to Client Property. In the event of property damage caused by the Equipment, Client must notify Provider in writing within seventy-two (72) hours of discovery. Provider shall investigate the claim and, if the damage is determined to have been caused by Provider's negligence or Equipment malfunction, Provider shall repair or reimburse the reasonable cost of repair, subject to the limitations in Section 5.1. Provider is not responsible for damage to items, animals, or installations that Client was required to remove, mark, disclose, or keep clear under Sections 3.2, 3.7, or 6.2.

6.4 Damage to or Loss of Equipment Caused by Client. Client is responsible for the Equipment while it is located at the Service Location. If any item of Equipment is destroyed, stolen, lost, or damaged, and such destruction, theft, loss or damage results from any act or omission of Client or of Client's family, employees, guests, invitees, tenants, contractors, pilots, or livestock, from aircraft or vehicle contact, or from Client's failure to perform its obligations under Section 3, then:

(a) for Equipment destroyed, stolen, lost, or damaged beyond economical repair as determined by Provider in good faith, Client shall pay Provider the Agreed Equipment Value for that item as stated in Exhibit A, within fifteen (15) days of invoice;

(b) for Equipment that can be economically repaired, Client shall pay Provider's reasonable cost of repair, including parts, labor, and shipping, not to exceed the Agreed Equipment Value; and

(c) the Monthly Fee continues to accrue, and Provider shall use commercially reasonable efforts to source replacement equipment, which may be refurbished or previously owned, and to resume the Services as soon as practicable. If Provider is unable to resume the Services within sixty (60) days after receiving payment under subsection (a), either Party may terminate this Agreement on written notice without an Early Termination Fee, and fees shall cease as of the date the Services stopped.

Ordinary wear and tear arising from normal operation of the Equipment is excluded from this Section 6.4. Client may satisfy its obligation under this Section through its own property or liability insurance, and Provider will cooperate reasonably with any such claim, but the existence or absence of insurance does not alter Client's obligation. Provider shall credit Client for any amounts Provider actually recovers from a third party or from Provider's own insurance in respect of the same loss.

All Equipment is GPS tracked and reports its position to Provider. In the event any Equipment is stolen or removed from the Service Location without Provider's consent, Provider shall report the theft to local law enforcement and to any other appropriate authorities, shall provide them with the Equipment's tracking data and serial numbers, and shall use reasonable efforts to locate and recover all affected Equipment. Client shall cooperate fully with any such report, investigation, or recovery effort. If stolen Equipment is recovered in serviceable condition before Client has paid under subsection (a), Client's obligation is reduced to the cost of any repair and redeployment.

7. INTELLECTUAL PROPERTY AND DATA

7.1 Proprietary Systems. All software, GPS mapping data, operational algorithms, and technical know-how used in connection with the Equipment and Services are and shall remain the exclusive property of Provider and/or its licensors.

7.2 Property Data. Provider may collect operational data including GPS coordinates, mowing patterns, terrain mapping, and Equipment telemetry from the Service Location. Provider may use such data in aggregated and anonymized form to improve its services, but shall not share identifiable Client property data with third parties without Client consent.

7.3 Photographs and Marketing. If Client so elects in Exhibit A, Provider may photograph and record video of the Equipment operating at the Service Location and use such images, together with the airstrip identifier or general location, in Provider's marketing materials. Provider shall not publish Client's name, street address, or images of persons or aircraft registration numbers without Client's separate written consent.

8. FORCE MAJEURE AND SERVICE INTERRUPTIONS

8.1 Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay results from causes beyond its reasonable control, including but not limited to: acts of God, severe weather, flooding, drought, fire, natural disasters, pandemic, government actions, power outages, telecommunications or cellular network failures, GPS or RTK correction service outages, manufacturer software, firmware, cloud service or supply failures, product recalls, or acts of terrorism (each a "Force Majeure Event"). The affected Party shall provide prompt notice and use commercially reasonable efforts to resume performance.

8.2 Service Interruption Credit. If the Equipment performs no mowing at the Service Location for more than seven (7) consecutive days for any reason not caused by Client (including a Force Majeure Event, Equipment failure, or a manufacturer, firmware, RTK, GPS, or cellular outage), Provider shall credit Client, against the next invoice, an amount equal to the Monthly Fee divided by thirty (30) for each day of interruption beyond the seventh day. Days on which mowing is not required under the agreed Service Schedule, Dormancy Windows agreed in Exhibit A, and interruptions caused by weather conditions that make mowing impracticable for fewer than seven consecutive days do not count as interruption days. No credit applies to interruptions caused by Client, including lack of access or power, animals or objects in the mowing area, interference, damage, or non-payment. This credit is Client's sole and exclusive remedy for service interruptions. If an interruption not caused by Client continues for more than sixty (60) consecutive days, either Party may terminate this Agreement on written notice without an Early Termination Fee.

9. DISPUTE RESOLUTION

9.1 Negotiation. The Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiation between authorized representatives for a period of thirty (30) days after written notice of the dispute.

9.2 Small Claims. Either Party may bring a claim within the jurisdictional limit of the Texas Justice Court in the Justice Court for the precinct in which the Service Location is located, or in Comal County, Texas, and such claims are not subject to Section 9.3.

9.3 Binding Arbitration. Any dispute not resolved under Section 9.1 and not brought under Section 9.2 shall be resolved exclusively by final and binding arbitration before a single arbitrator administered by the American Arbitration Association under its Commercial Arbitration Rules or, where Client is an individual consumer, its Consumer Arbitration Rules. The arbitration shall be conducted in Comal County, Texas, or by video conference if the arbitrator so permits. The arbitrator shall apply Texas law, may award any remedy available in court subject to the limitations in this Agreement, and shall award the prevailing Party its reasonable attorneys' fees and costs. Judgment on the award may be entered in any court of competent jurisdiction. The Parties may seek temporary injunctive relief from a court to protect the Equipment or to compel its return pending arbitration.

9.4 Governing Law; Venue; Jury and Class Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. For any matter permitted to be brought in court, the Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Comal County, Texas. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY, AND AGREES THAT CLAIMS MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

10. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement, together with Exhibit A and any other exhibits or addenda attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, and communications.

10.2 Amendments. This Agreement may not be amended or modified except by a written instrument signed by both Parties.

10.3 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be enforced to the maximum extent permitted.

10.4 Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce that or any other provision in the future.

10.5 Assignment; Subcontractors. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Provider may assign this Agreement to a successor entity in connection with a merger, acquisition, or sale of substantially all of its assets, or to a lender as collateral. Provider may use qualified subcontractors to perform deployment, maintenance, and retrieval, and remains responsible for their performance.

10.6 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when sent by email to the Party's notice address (for Provider: bas@vfrmowing.com; for Client: the email specified in Exhibit A), or when delivered by certified mail or nationally recognized courier service to Provider at 1335 Tulip Lane, New Braunfels, TX 78130, or to Client at the Service Location or other address specified in Exhibit A.

10.7 Independent Contractor. Provider is an independent contractor and not an employee, agent, joint venturer, or partner of Client. Nothing in this Agreement shall be construed to create an employment or agency relationship between the Parties.

10.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

10.9 Survival. Sections 1.2, 2.5, 2.7, 2.8, 5, 6, 7, 9, and 10 survive termination or expiration of this Agreement.

11. CONSUMER RIGHT TO CANCEL

This Section applies only where Client is an individual entering this Agreement for personal, family, or household purposes and the Agreement is signed at a location other than Provider's place of business.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM (EXHIBIT B) FOR AN EXPLANATION OF THIS RIGHT.

Provider will not deploy Equipment for paid Services before the cancellation period has expired unless Client requests earlier deployment in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

SERVICE PROVIDER: TSIIS LLC d/b/a VFR Mowing

Signature: _____

Name: Sebastiaan (Bas) Bruinekool

Title: Managing Member

Date: _____

CLIENT:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Service Schedule, Pricing, and Additional Terms

[To be completed separately for each Client engagement]

Client Name: _____

Client Type: ☐ Residential / private ☐ Commercial ☐ Municipal ☐ Public-use or shared-use airstrip

Service Location(s): _____

Client Notice Address (if different): _____

Service Area (acres): _____

Deployed Mower Capacity (acres): _____

Demonstration Period: ☐ None ☐ From _____ to _____ (free of charge)

Service Commencement Date: _____ (first day of paid deployment; to be confirmed by Provider in writing)

Initial Term: 12 months from the Service Commencement Date

Service Schedule: _____

Runway / Taxiway Mowing Windows (if applicable): _____

Dormancy Windows (Section 1.6), if any: _____

Monthly Fee: \$_____

Payment Terms: Due on the ____ of each month ☐ in advance ☐ in arrears

Payment Method: _____

Deployment Recovery Fee (Sections 2.5 and 2.7): \$_____

Agreed Equipment Values (Sections 2.8 and 6.4):

Autonomous mower, 6-acre class: **\$7,500** per unit Qty: ____

RTK base station / antenna: \$_____ Charging station and enclosure: \$_____ Other: \$_____

Client Contact Email (notices): _____

Client Contact Phone: _____

Power Supply: ☐ Client AC outlet ☐ Provider supplied charging ☐ Other: _____

Equipment Deployed (make, model, serial): _____

Marketing Consent (Section 7.3): ☐ Yes, Provider may use images of the Equipment at the Service Location ☐ No

Special Conditions or Exclusions (state the Section number if a condition modifies this Agreement):

Provider: _____ Date: _____

Client: _____ Date: _____

EXHIBIT B

Notice of Cancellation (Texas Business and Commerce Code, Chapter 601)

[Provide two copies to a residential Client at signing; not required for commercial or municipal Clients]

Date of Transaction: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to **TSIIS LLC d/b/a VFR Mowing, 1335 Tulip Lane, New Braunfels, TX 78130** (email: bas@vfrmowing.com) not later than midnight of _____ (date).

I hereby cancel this transaction.

Date: _____

Buyer's Signature: _____

Buyer's Name: _____