

# Master Services Agreement (MSA)

This Master Services Agreement (“Agreement”) is entered into as of \_\_\_\_\_,  
 (“Effective Date”), by and between:

Murrell Capital Holdings, LLC, an Arizona Limited Liability Company, doing business as  
Murrell Aero, with a principal place of business at 4539 N 22<sup>nd</sup> St Ste R, Phoenix, AZ 85016  
 (“Provider”), and

Client: \_\_\_\_\_ with a principal place of business/address  
at \_\_\_\_\_ (“Client”).

Provider and Client may be referred to individually as “Party” and collectively as the “Parties.”

## 1. PURPOSE AND STRUCTURE

**1.1. Purpose.** This Agreement establishes the general terms and conditions under which  
Provider may perform professional small unmanned aircraft system (“sUAS”) and  
related services for Client (the “Services”). For clarity, “Murrell Aero” is a registered  
trade name of Murrell Capital Holdings, LLC, and all services are provided by Murrell  
Capital Holdings, LLC.

**1.2. Addenda & Statements of Work.** Specific Services, pricing, deliverables, locations,  
schedules, and any service-specific terms will be set forth in one or more written  
statements of work, work orders, or service addenda referencing this Agreement (each a  
“SOW”). No services are required unless and until a SOW is executed by both Parties.

**1.3. Order of Precedence.** If there is a conflict, the following order controls (highest to  
lowest): (a) the applicable SOW, (b) this Agreement, (c) any other documents—unless  
such documents expressly state they override this Agreement.

## 2. DEFINITIONS

**2.1. “Deliverables”** means the work product identified in a SOW (e.g., photos, videos, maps,  
models, reports).

**2.2. “PIC”** means Pilot in Command (or remote PIC / Remote Pilot in Command, “RPIC”)  
responsible for the operation and safety of the aircraft.

**2.3. “Raw Data”** means unedited source files (including sensor data, telemetry, drafts, and unused footage), unless a SOW states otherwise.

**2.4. “Site”** means the location(s) where Services are performed.

### **3. REGULATORY COMPLIANCE, SAFETY AUTHORITY, AND CONDUCT**

**3.1. FAA and Legal Compliance.** Provider will conduct flight operations in accordance with applicable federal, state, and local laws and regulations, including FAA requirements applicable to the operation (commonly 14 C.F.R. Part 107, as applicable).

**3.2. PIC/RPIC Authority; Safety Overrides.** Client acknowledges and agrees that the PIC/RPIC has exclusive authority to determine whether, when, where, and how any flight operations occur, including to delay, modify, reposition, suspend, or terminate operations due to safety, legal compliance, crew readiness, airspace restrictions, weather, equipment status, or operational risk. Safety of flight and legal compliance supersede Client direction, project objectives, schedules, and commercial considerations.

**3.3. Safety-of-Flight Suspension or Termination.** Provider and/or the PIC/RPIC may immediately suspend or terminate Services, in whole or in part, if Provider or the PIC/RPIC determines, in their sole professional judgment, that there exists an actual or perceived risk to:

3.3.1. personnel (including Provider personnel, Client personnel, bystanders, or the public),

3.3.2. property,

3.3.3. aircraft or equipment, or that otherwise compromises the safe, legal, or professional execution of the Services.

**3.4. Finality of Safety Determinations.** All safety-of-flight determinations by the PIC/RPIC or Provider are final. Client disagreement with, or dissatisfaction regarding, a safety-based decision shall not constitute a breach of this Agreement, shall not excuse payment obligations for amounts due, and shall not give rise to any right of refund except as may be expressly provided in an applicable SOW.

**3.5. Client Conduct.** Client shall ensure that its personnel, agents, invitees, and representatives conduct themselves in a manner that does not interfere with, distract from, or impair the PIC/RPIC’s ability to safely perform their duties. Inappropriate, disruptive, unsafe, threatening, or interfering behavior—including but not limited to

disregarding safety instructions, crowding the operating area, attempting to direct flight operations, or creating a hostile or unsafe environment—constitutes grounds for immediate suspension or termination of Services.

3.6. **Non-Interference; Legal Exposure; No Advance Warning Required.** Client will not, and will ensure its personnel and invitees do not, interfere with flight operations. Client acknowledges that interference with aircraft operations may constitute a violation of applicable federal, state, or local law, including aviation safety statutes and regulations. Provider has no duty to provide advance warning prior to suspending or terminating Services for safety-of-flight or conduct-related reasons.

3.7. Reporting and Remedies. If Client or its personnel engage in conduct described in this Section, Provider and/or the PIC/RPIC may, as appropriate:

3.7.1. Report such conduct to relevant authorities or regulatory bodies; and/or

3.7.2. Pursue civil remedies, including claims for damages, injunctive relief, or recovery of costs and fees, without waiving any other rights or remedies available under this Agreement or at law.

3.8. **Fees Upon Safety Stand-Down.** Suspension or termination of Services under this Section does not relieve Client of responsibility for fees incurred, mobilization costs, stand-by charges, or other amounts due under the applicable SOW or this Agreement.

#### 4. SCOPE OF SERVICES

4.1. **Professional Services Only.** Provider will perform Services described in a SOW using commercially reasonable skill and care consistent with industry standards for sUAS service providers.

4.2. **No Professional Engineering/Survey Warranty Unless Stated.** Unless a SOW expressly states otherwise, Provider does not provide licensed land surveying, engineering certification, legal opinions, or regulatory determinations. Any measurements or outputs are informational and may have limitations.

4.3. **No Guaranteed Outcomes.** Unless a SOW explicitly provides a guarantee, Provider does not guarantee any specific outcome, discovery, or result.

#### 5. CLIENT RESPONSIBILITIES

5.1. **Access and Permissions.** Client is responsible for obtaining and maintaining all permissions, consents, rights-of-entry, and approvals required for Provider to access the

Site and perform Services, including property owner permission and any special site rules.

5.2. **Accurate Information.** Client will provide accurate, complete information reasonably necessary for the Services, including site hazards, known obstructions, utilities, restricted areas, and the intended use of Deliverables

5.3. **Site Safety and Control.** Unless otherwise stated in a SOW, Client is responsible for maintaining reasonable site control (bystanders, pets, vehicles, and personnel movement) and for ensuring a safe operating area. Provider may require a designated Client representative to coordinate site access and safety.

5.4. **Point of Contact.** Client will designate an authorized point of contact who can approve on-site decisions (within the SOW scope) and confirm acceptance of Deliverables.

## 6. SCHEDULING, WEATHER, AND OPERATIONAL LIMITATIONS

6.1. **Scheduling.** Dates and times are estimates unless a SOW states otherwise. Provider will make good-faith efforts to meet schedules, subject to safety and legal compliance.

6.2. **Weather, Airspace, and Conditions.** Client acknowledges that weather, visibility, GPS conditions, NOTAMs, temporary flight restrictions, airspace authorization requirements, site hazards, and other factors may limit or prevent flight operations.

6.3. **Reschedule / Stand-Down.** If Provider determines operations cannot be safely or legally completed, Provider may reschedule or stand down. Fees for mobilization, stand-by, or partial performance will be handled as stated in the applicable SOW (or, if not stated, billed at Provider's standard rates).

## 7. FEES, INVOICING, AND PAYMENT

7.1. **Fees.** Client will pay fees as described in the applicable SOW. If a SOW does not specify, Services will be billed at Provider's then-current standard rates.

7.2. **Deposits.** Provider may require a deposit prior to scheduling or mobilization, as stated in the SOW.

7.3. **Invoices and Payment Terms.** Unless a SOW states otherwise, invoices are due no later than **Net 14** days from invoice date.

7.4. **Late Payments.** Past-due amounts may accrue interest at the lesser of (a) 1.5% per month, or (b) the maximum allowed by law. Client is responsible for reasonable costs of collection, including attorney's fees, where permitted.

7.5. **Disputed Charges.** Client must notify Provider in writing within **10 days** of invoice date of any good-faith dispute, specifying the basis and amount disputed. Undisputed amounts remain payable.

## 8. **DELIVERABLES, ACCEPTANCE, AND CHANGES**

8.1. **Delivery.** Provider will deliver Deliverables in the format and method described in the SOW.

8.2. **Acceptance.** Unless a SOW states otherwise, Deliverables are deemed accepted **5 business days** after delivery unless Client provides written notice of a material nonconformity with the SOW.

8.3. **Revisions and Change Requests.** Changes beyond the SOW scope (including additional edits, alternate exports, additional flights, or expanded areas) require a written change order or updated SOW and may incur additional fees.

## 9. **INTELLECTUAL PROPERTY USAGE AND RIGHTS**

9.1. **Provider Tools and Pre-Existing Materials.** Provider retains all rights to its pre-existing materials, methods, templates, workflows, checklists, software, and know-how (“**Provider Materials**”). No rights are transferred except as expressly stated.

9.2. **Deliverables License (Default).** Upon full payment, Provider grants Client a non-exclusive, non-transferable license to use the Deliverables for Client’s internal business purposes and marketing, unless the SOW specifies broader or narrower rights.

9.3. **Restrictions.** Unless expressly permitted in a SOW, Client may not sell, sublicense, or transfer Deliverables as standalone products or stock assets; and may not remove embedded credits or metadata if included for compliance or tracking.

9.4. **Raw Data.** Raw Data is not included unless the SOW expressly states it is delivered. If delivered, it may be subject to additional fees and limited-use licensing.

9.5. **Provider Retained License.** Notwithstanding any license granted to Client, Provider retains a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, and sublicensable license to all Deliverables (including any portions thereof), for any lawful purpose, including but not limited to Provider’s internal use, portfolio display, marketing, promotion, training, safety analysis, regulatory compliance, research and development, and future derivative works. This retained license survives termination of

this Agreement and any applicable SOW and is not subject to revocation, restriction, or approval by Client.

#### 9.6. **Client Likeness, Recording, and License Grant.**

Except where expressly prohibited by applicable law or expressly restricted in a written SOW, Client hereby grants Provider a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, and sublicensable license and right to photograph, record, film, and otherwise capture the likeness, image, voice, name, and statements of Client and Client's personnel, agents, and invitees in connection with Provider's performance of the Services ("Likeness Materials"). Provider may use, reproduce, distribute, publicly display, publicly perform, modify, edit, create derivative works from, archive, and otherwise exploit the Likeness Materials, in whole or in part, for any lawful purpose, including but not limited to internal use, training, safety review, documentation, portfolio display, marketing, advertising, promotional materials, educational content, and publication on websites, social media platforms, and video-sharing services.

Client waives any right to inspect or approve the Likeness Materials or their use and releases Provider from any claims for compensation, invasion of privacy, right of publicity, defamation, or similar claims arising from such use, except to the extent prohibited by law or expressly limited in a written SOW. This license and release survive termination of this Agreement and any applicable SOW.

### 10. **CONFIDENTIALITY**

- 10.1. **Confidential Information.** Each Party may receive non-public information of the other Party, including business operations, customer data, site details, pricing, and technical information ("**Confidential Information**").
- 10.2. **Obligations.** The receiving Party will protect Confidential Information using reasonable care and will use it only to perform or receive Services under this Agreement.
- 10.3. **Exclusions.** Confidential Information does not include information that is publicly available through no fault of the receiving Party, independently developed without use of the disclosing Party's Confidential Information, or lawfully obtained from a third party.

10.4. **Compelled Disclosure.** If disclosure is required by law, the receiving Party will provide reasonable notice (if legally allowed) and cooperate with protective measures.

## 11. INSURANCE

11.1. **Coverage.** Provider will maintain commercially reasonable insurance coverage for its operations (which may include general liability and aviation liability, as applicable). Evidence of insurance may be provided upon written request.

11.2. **Additional Insured.** If Client requires additional insured status, it must be requested in advance and may require additional fees; approval is subject to Provider's insurer and policy terms.

11.3. **No Automatic Extension of Coverage.** To the maximum extent permitted under applicable law, Provider's insurance coverage shall not be extended to cover, insure, defend, indemnify, or otherwise include Client, unless such coverage is expressly required for the Services and specifically stated in a written SOW and approved in writing by Provider's insurer. Nothing in this Agreement shall be construed as obligating Provider to name Client as an additional insured or to provide coverage beyond that expressly agreed in the applicable SOW.

## 12. WARRANTIES AND DISCLAIMERS

12.1. **Limited Warranty.** Provider warrants that Services will be performed in a professional and workmanlike manner consistent with industry standards.

12.2. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTY ABOVE, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12.3. **No Warranty of Suitability/Compliance Determinations.** Provider does not warrant that Deliverables will satisfy third-party platform requirements, lender or insurer requirements, permitting requirements, MLS rules, or legal or regulatory compliance determinations unless expressly stated in a SOW.

## 13. LIMITATION OF LIABILITY

13.1. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW WILL NOT EXCEED THE TOTAL FEES PAID BY

CLIENT TO PROVIDER UNDER THE APPLICABLE SOW IN THE **THREE (3) MONTHS** PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.2. **Exclusion of Certain Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY.

13.3. **Risk Allocation.** Client acknowledges that fees reflect this allocation of risk and limitation of liability.

#### 14. INDEMNIFICATION

14.1. **Client Indemnity.** Client will defend, indemnify, and hold harmless Provider and its officers, members, employees, and contractors from any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from: (a) Client's breach of this Agreement or a SOW; (b) Client's negligence or willful misconduct; (c) unsafe site conditions under Client's control; or (d) Client's unauthorized use or publication of Deliverables.

14.2. **Provider Indemnity.** Provider will defend, indemnify, and hold harmless Client from any third-party claims arising from Provider's gross negligence or willful misconduct in performing Services.

14.3. **Procedure.** The indemnified Party must promptly notify the indemnifying Party of a claim, allow reasonable control of defense and settlement, and cooperate. The indemnifying Party may not settle a claim that admits fault or imposes non-monetary obligations on the indemnified Party without written consent.

#### 15. TERMS AND TERMINATION

15.1. **Term.** This Agreement begins on the Effective Date and continues until terminated as provided herein.

15.2. **Termination for Convenience.** Either Party may terminate this Agreement upon **30 days'** written notice. Termination does not cancel executed SOWs unless the SOW or the termination notice expressly addresses them.

15.3. **Termination for Cause.** Either Party may terminate this Agreement or an applicable SOW immediately upon written notice if the other Party materially breaches and fails to cure within **10 days** after written notice.

15.4. **Effect of Termination.** Client will pay Provider for Services performed and authorized expenses incurred through the termination effective date, plus any cancellation or mobilization fees specified in the SOW.

## 16. **FORCE MAJEURE**

16.1. Neither Party is liable for delays or failure to perform due to causes beyond its reasonable control, including severe weather, wildfire, government action, airspace restrictions (including temporary flight restrictions), power outages, communications outages, or equipment failure not caused by negligence. The affected Party will notify the other Party and resume performance as soon as practicable.

## 17. **INDEPENDENT CONTRACTOR**

17.1. Provider is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties. Provider retains control over the means and methods of performing the Services, subject to the SOW requirements and safety and legal compliance.

## 18. **GOVERNING LAW; VENUE**

18.1. This Agreement will be governed by the laws of the State of Arizona, without regard to conflict of laws principles. The Parties agree that exclusive venue and jurisdiction for any dispute arising out of this Agreement will be in the state or federal courts located in Cochise County, Arizona, and the Parties consent to personal jurisdiction there.

## 19. **NOTICES**

19.1. Notices must be in writing and delivered by personal delivery, certified mail (return receipt requested), or recognized courier to the addresses above (or to updated addresses provided by notice). Email notices are permitted only if a SOW expressly allows email notice and specifies the notice email addresses.

## 20. **MISCELLANEOUS**

- 20.1. **Entire Agreement.** This Agreement and applicable SOWs are the entire agreement between the Parties regarding the Services and supersede all prior or contemporaneous discussions and agreements.
- 20.2. **Amendments.** Any amendment must be in writing and signed by both Parties.
- 20.3. **Severability.** If a provision is held unenforceable, the remainder will remain in effect, and the provision will be reformed to the minimum extent necessary to be enforceable.
- 20.4. **Assignment.** Neither Party may assign this Agreement without the other Party's written consent, except to a successor in connection with a merger or sale of substantially all assets.
- 20.5. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

**21. SIGNATURES**

**PROVIDER:**  
**Murrell Capital Holdings, LLC**  
**D/B/A Murrell Aero**

**CLIENT:**

**By:**  
 \_\_\_\_\_

**By:**  
 \_\_\_\_\_

**Name/Title:**  
 \_\_\_\_\_

**Name/Title:**  
 \_\_\_\_\_

**Date:**  
 \_\_\_\_\_

**Date:**  
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