



## **Honeybee Robotics, Ltd. Subcontract Agreement**

The following Terms and Conditions are hereby incorporated into Honeybee Robotics, Ltd. Purchase Order for a Subcontract by this reference:

THIS RESEARCH AGREEMENT, hereinafter the “Agreement,” is entered into by **Honeybee Robotics Ltd.**, hereinafter “**HBR**,” or “**Buyer**,” and the supplier or seller named on the face of the PO hereinafter “**Seller**” on the last date written below.

WHEREAS, HBR has been awarded a funded contract, hereinafter “Grant,” in which HBR’s collaboration with Seller via an Agreement is desired; and

WHEREAS, HBR and Seller desire to formalize their legal relationship regarding performance of necessary work and division of grant funds in order to perform the above-described research.

It is therefore agreed:

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. **TERM.** The anticipated period of performance is that which is noted on the Purchase Order, unless this Agreement is terminated sooner by either of the parties pursuant to paragraph 17 below.
2. **BUDGET PERIOD.** The “Budget Period” for this Agreement shall be the same as the Term.

3. BUDGET PERIOD FUNDING. The work to be performed by Seller for the Budget Period shall be authorized and funded through the term of this Agreement by HBR in direct relation to its receipt of funding authorization notices from the Prime Contractor pursuant to the terms of the Grant.
4. WORK AUTHORIZATION NOTICES. This paragraph shall constitute authorization for Seller to perform the work specified in the Statement of Work in exchange for the compensation listed in the Purchase Order. Work authorization notices for any subsequent budget periods shall be delivered by HBR to Seller in the form of written memoranda setting forth the applicable Budget Period, scope of work and the compensation to be paid therefore.
5. STATEMENT OF WORK. The work to be performed by Seller is set forth in a separate document marked as an Exhibit, which is incorporated herein by this reference. The terms of this Agreement shall be given priority over the terms of the Exhibit in the resolution of any inconsistency or ambiguity which may exist between the two documents.
6. TYPE OF CONTRACT. As noted on the Purchase Order.
7. INCORPORATION OF GRANT TERMS AND CONDITIONS. In addition to the terms and conditions contained in this Agreement, Seller shall be bound by any future amendments to the above-mentioned contractual conditions which may be promulgated during the term of this Agreement. In the event an inconsistency exists between any provision contained in the above-mentioned contractual conditions and a provision of this Agreement, the contractual shall control.
8. INDEPENDENT CONTRACTOR. Seller shall conduct all research pursuant hereto as an independent contractor and shall have complete and exclusive authority and responsibility concerning the means and method of conducting such research.
9. COMPENSATION AND PAYMENT TERMS. HBR agrees to pay Seller the remuneration described in the Purchase Order at the Net terms stated on the face of the Order calculated from the date of receipt of Seller's invoice. Seller may send invoices to HBR via email to [ap@honeybeerobotics.com](mailto:ap@honeybeerobotics.com) and to the respective HBR technical lead. Invoices shall include HBR Purchase Order number. At the termination or expiration of this Agreement, any uncommitted funds remaining shall revert back to HBR.
10. OWNERSHIP OF TANGIBLE PROPERTY. Subject to any conflicting Prime Customer regulations or Grant provisions, title to all equipment and other personal property acquired by Seller with funds provided hereunder shall vest in HBR.

11. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. The parties hereby acknowledge that this subcontract is work for hire, and that all new intellectual property, including patentable inventions and copyrighted material, resulting from the efforts of Seller hereunder shall be the sole property of HBR.

12. PUBLICATIONS. The parties hereby agree to cooperate during the performance of the work hereunder to the extent necessary to allow employees from either entity to publish degree theses and other scholarly articles or documents provided the documents have been reviewed by Buyer and Seller prior to publication. Any such publication shall conspicuously acknowledge support of any Prime Customer.

13. ASSIGNMENT. Seller shall not have the right to assign its rights or responsibilities under this Agreement to any other entity without the written consent of HBR.

14. COMPLIANCE WITH APPLICABLE LAWS. Seller warrants that in course of performing its obligations under this Agreement, it shall comply with all applicable state and federal laws and regulations. Each party hereby agrees to be responsible for the actions and omissions of its respective agents and employees undertaken in the performance of this Agreement.

15. DIVISION OF LEGAL RESPONSIBILITY. Each party agrees to be responsible for its own actions and the actions of its respective agents and employees, including any negligence or illegal behavior imputed thereto.

16. MODIFICATION. The terms of this Agreement may be modified with the mutual consent of the parties. In order to be effective, and such modification must be in the form of a written amendment and subscribed by the parties hereto.

17. TERMINATION. This Agreement may be terminated by either party prior to the expiration of the term agreed upon for any reason upon the provision of thirty days written notice to the other party. In the event of termination of this Agreement by Seller as set forth in this paragraph above, Seller shall deliver all such information and items which, if the Agreement had been completed, would have been required to be delivered to HBR pursuant to paragraph 5 above, including, but not limited to, partially completed plans, drawings, data, documents, surveys, maps, reports and models. In the event of termination of this Agreement by HBR as set forth in this paragraph above, HBR shall be responsible for payment of all un-cancellable obligations incurred by Seller prior to its receipt of notice of termination.

18. INSURANCE. If this subcontract is for the performance of Services on Buyer's premises, or, Seller utilizes their own vehicles to deliver Goods to

Buyer's facility, Seller shall maintain the following insurance in at least the minimum amounts stated herein. Seller shall also maintain, and Seller shall cause its subcontractors to maintain, such general liability, property damage, employers liability, worker's compensation insurance, and motor vehicle liability (personal injury and property damage) insurance as are maintained in their normal and ordinary course of business. Upon request from Buyer, Seller shall provide certificates of insurance evidencing limits of not less than the following:

1. Premises Liability: \$2,000,000 per occurrence.
2. Workers' Compensation Statutory for the jurisdiction where the work is to be performed, including Federal Acts if applicable Employers' Liability, \$1,000,000 each person/accident. In states where Workers' Compensation insurance is a monopolistic state-run system (Ohio, Washington, North Dakota, and Wyoming), Seller shall add Stop Gap Employers' Liability with limits not less than \$500,000 each accident or disease.
3. Automobile Liability: \$2,000,000 combined single limit per accident.

Additionally, if Buyer requests a certificate of insurance for the above coverages, Seller shall be added as an additional insured and the insurance coverages of Seller shall be recognized as primary before any coverages of Buyer would come into play in the resolution of any related insurance claim.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with applicable laws of the State of New York.

20. DESIGNATED LITIGATION VENUE. Any legal action to enforce, modify, interpret, or rescind this Agreement shall be commenced and prosecuted in the courts of New York, New York, or in Federal District Court for New York. Each party hereby submits to the jurisdiction of said courts and waives its right to attempt to change the venue specified in this paragraph.

21. EFFECT OF PARAGRAPH HEADINGS. Paragraph headings used herein are intended for reference purposes only and do not constitute a substantive part of this Agreement.

22. DUPLICATE ORIGINALS. This Agreement shall be executed by the parties in counterparts, each of which shall be considered an original document for all legal purposes.

23. ENTIRE AGREEMENT. This Agreement including any exhibits and the Purchase Order contains the entire agreement between HBR and Seller on the subjects addressed herein and shall supersede any and all prior oral or written

agreements of representations between HBR and Seller, or agents and employees of either entity.