

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on June 6, 2023 (the "Effective Date"), by and between Reach Cyber School located at 750 E Park Dr Ste 204, Harrisburg, Pennsylvania 17111 (the "First Party"), and Pittsburgh Drone Services, LLC located at 500 Grant St Ste 2900, Pittsburgh, Pennsylvania 15219 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To provide Uncrewed Aviation civil and environmental services and workforce training to serve the workforce needs of industry.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for The services provided by Pittsburgh Drone Services, LLC for Reach Cyber School include: The Recreational Drone Pilot Course for 8 weeks at a cost of \$1,400, FAA Drone Pilot Certification 6-month course at a cost of \$2,500 and Apprenticeships once the student becomes certified through the FAA Drone Pilot Certification Process. Additional services include; helping students register for the certification exams, processing payments for these examinations and overseeing student projects during the apprenticeships. Throughout the 2023-2024 academic year, a Middle school drone program, Aerial Photography and Drone Repair program will be discussed and offered to Reach Cyber School students. These programs will be offered in 8-week intervals with a base cost of \$1,600 plus the cost of materials. Materials paid for by Reach Cyber for the Recreational Pilot course include a small drone for no more than \$50 per student and the FAA drone certification test fees at a cost of \$175.00 per student. Reach Cyber School agrees to assume the material costs of all programs offered. , and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Reach Cyber School shall render and provide the following services that include, but are not limited to:

Reach Cyber will provide a list of students, attendance sheet and enrollment paperwork to help monitor students enrolled in all drone programs. Reach Cyber School will provide payment for instructional and testing fees. A list of materials that will be used during the class include a small drone for the recreational drone pilot class, FAA Drone Test Fees and software for the upcoming Aerial photography and Drone Repair programs. Costs will be discussed prior to the course and will be contingent upon funding available.

Pittsburgh Drone Services, LLC shall render and provide the following services that include, but are not limited to:

Pittsburgh Drone Services, LLC will provide instructional services for Recreational Drone Pilot, FAA Commercial Drone Certification Program and offer projects, workforce skills and supervision for all Apprenticeships. Pittsburgh Drone Services, LLC agrees to use an online platform for all instructional services, process registration forms with payment, provide invoices for services and testing fees, meet for consultations and maintain attendance records and recordings for all classes. As part of this agreement, Pittsburgh Drone Services will also develop a general curriculum for Drone Repair, Aerial Photography and the equipment necessary to operate the programs will be developed and reviewed prior to implementation.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 1 year from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Reach Cyber School and Pittsburgh Drone Services, LLC and shall be effective as of the date first written above.

(First Party Signature)
Reach Cyber School
750 E Park Dr Ste 204
Harrisburg, Pennsylvania
17111

(Date)

(Second Party Signature)
Pittsburgh Drone Services, LLC
500 Grant St Ste 2900
Pittsburgh, Pennsylvania
15219

(Date)