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| STATE OF NORTH CAROLINA | |
| COUNTY OF WAKE | STANDARD SERVICES AGREEMENT |

THIS STANDARD SERVICES AGREEMENT (hereinafter “Agreement”) is entered into this by and between, Full Spectrum, LLC, a Georgia limited liability company with its principal business offices located at 1999 Parker Court Suite I, Stone Mountain, GA 30087 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

The Town and the Contractor, for the consideration stated herein, agree as follows:

SCOPE OF SERVICES.

1. The Contractor agrees to perform for the Town the following services:

Produce and operate a drone aerial light show, consisting of 250 LED drones, in the town of Apex, North Carolina for a public performance on July 3rd, 2026. The show will be approximately 10 – 12 minutes. The show choreography will include stock patriotic imagery as well as 5 to 6 custom images based on content and/or concepts provided by the Town of Apex and review of feasibility by Contractor. Contractor will work with the Town of Apex to create a story board of the show visuals as well as a custom soundtrack for the duration of the aerial flight. Upon approval of the story board, Contractor will produce the required artwork, choreography, and programming for the aerial display. All services will be performed as noted, and at the location described, in the Scope of Work section of Exhibit A (attached hereto and hereby incorporated into this Agreement). By way of this Agreement and in accordance with N.C.G.S. 15A-300.2 the Town hereby consents to the launch of drones from Town-owned property.

In the event of a conflict between the terms of the attached Exhibit A and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between any provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement, as per Exhibit A, and the Contractor shall complete entire work no later than July 4, 2026. Contractor shall also comply with all timelines and deadlines documented in Exhibit A. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all legal and equitable remedies. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor. Notwithstanding anything to the contrary in this Section 3, in the event conditions exist that are not consistent with the operational site requirements as detailed in Exhibit A, it will not be a breach of this Agreement for the Contractor to delay the performance of services until the flight requirements are satisfied. If requirements cannot be met for the performance date Contractor may cancel services without breaching this Agreement.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the total sum of \$ \$40,000.00 to be paid according to the schedule contained in Exhibit B, attached hereto. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the sole negligence of the Contractor.

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this Agreement and any attached specifications.

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the

requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

9. QUALITY AND WORKMANSHIP.

Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for Town as is ordinarily provided by a similar professional under the same or similar circumstances.

10. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

11. PRE-PROJECT SAFETY REVIEW MEETING.

When specified by the Safety and Risk Manager, the Contractor shall attend a pre-project safety review meeting with the contacting Department Head and Supervisors and Safety and Risk Manager prior to the start of work.

12. ACTS OR OMISSIONS.

If Contractor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Town or its agents, subcontractors, consultants, or employees, Contractor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by the Town in each case, to the extent arising from such prevention or delay.

13. TERM AND TERMINATION.

(a) This Agreement shall commence as of the date executed by the last party to sign and shall continue thereafter until the completion of the Shows set forth in Exhibit A, unless sooner terminated pursuant to 13 (b) or 13 (c).

(b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:

- i. Materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, or such material breach is incapable of cure.
- ii. Becomes insolvent or admits its inability to pay its debts generally as they become due.
- iii. Is dissolved or liquidated or takes any corporate action for such purpose.
- iv. Makes a general assignment for the benefit of creditors.
- v. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Notwithstanding anything to the contrary in 13(b)(i), Contractor may terminate this Agreement before the expiration date of the Term on written notice if Town fails to pay any amount when due hereunder: (a) and such failure continues for thirty (30) days after Town's receipt of written notice of nonpayment; or (b) more than two times in any 12-month period.

(d) Effect of Termination. Upon any expiration of the Term or termination of this Agreement, the obligations and rights of the parties hereto shall cease, provided that such expiration or termination of this Agreement shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration. If the event is cancelled due to weather Contractor shall 1) refund 10% of the cost associated with this Agreement to the Town; and 2) will provide the same or substantially similar services at a later date to be negotiated in good faith by the Parties at a discount of 15%. In the event Contractor fails to perform the services at the originally scheduled time for reasons unrelated to weather or operational and safety requirements as detailed in Exhibit A, the Town shall owe no further payment pursuant to this Agreement.

14. INTELLECTUAL PROPERTY.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the Town under this Agreement or prepared by or on behalf of Contractor in the course of performing the Services, including any items identified as such in Exhibit A (collectively, the "Deliverables"), except for any Confidential Information of the Town or the Town Intellectual Property Rights, shall be owned by Contractor. Contractor hereby grants the Town a license to use all Contractor Intellectual Property Rights on a non-exclusive, non-transferable, non-sublicensable, to the extent necessary to enable the Town to make reasonable use of the Deliverables and the Services.

All the Town trademarks, service marks, trade names, trade dress, logos, symbols and other identifying insignia ("Town Intellectual Property Rights") are and shall remain the sole and exclusive property of the Town. Contractor shall not use, or permit others to use, any Town Intellectual Property Rights for any purpose except as expressly permitted by the Town in writing. Contractor shall not do anything that could in any way conflict with the Town's use or ownership of such trademarks.

15. CONFIDENTIAL INFORMATION.

(a) All non-public, confidential or proprietary information of either party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by a party (the "Disclosing Party") to the other (the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media in connection with the provision of the Shows and this Agreement is confidential, and shall not be disclosed or copied by the Receiving Party without the prior written consent of the Disclosing Party. Confidential Information does not include information that is:

- in the public domain;
- known to the Receiving Party at the time of disclosure; or
- rightfully obtained by the Receiving Party on a non-confidential basis from a third party.

(b) Receiving Party agrees to use the Confidential Information only to make use of the Services and Deliverables.

16. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

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|---|--|
| <p>TO CONTRACTOR:</p> <p>Full Spectrum, LLC</p> <p>Attn: Paul Creasy PO Box</p> <p>871007Stone Mountain, GA 30087</p> <p>pcreasy@fullspecllc.com</p> | <p>TO TOWN:</p> <p>Town of Apex Attention:</p> <p>Lisa Raschke</p> <p>PO Box 250Apex, NC 27502</p> <p>Lisa.Raschke@apexnc.org</p> <p>Invoices: Apex.Invoices@apexnc.org</p> |
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17. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the

provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID- 19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID- 19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

18. INTENTIONALLY DELETED.

19. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

20. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

21. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

22. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

23. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

24. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

25. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

26. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

27. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

28. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

29. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

30. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

31. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this

Full Spectrum, LLC

X _____

[empty member name]
Email: pcreasy@fullspecllc.com
Timestamp: [empty signing timestamp]

Town of Apex

X _____

Randal E. Vosburg, Town Manager
Email: [empty member email]
Timestamp: [empty signing timestamp]

**This instrument has been preaudited in the manner required
by the Local Government Budget and Fiscal Control Act.**

X _____

[empty member name] , Finance Director

Email: jon.griffin@apexnc.org

Timestamp: [empty signing timestamp]

EXHIBIT A

Scope of Work

Show

FULL SPECTRUM LLC. will produce and operate a drone aerial light show, consisting of 250 LED drones, in the town of Apex, North Carolina for a public performance on July 3rd, 2026.

The show will be approximately 10 – 12 minutes. The show choreography will include stock Patriotic imagery as well as 5 to 6 custom images based on content and/or concepts provided by the Town of Apex and review of feasibility by Full Spectrum.

Full Spectrum will work with the Town of Apex to create a story board of the show visuals as well as a custom soundtrack for the duration of the aerial flight. Upon approval of the story board, Full Spectrum will produce the required artwork, choreography, and programming for the aerial display.

Matrix of Responsibility

| | Apex | Full Spectrum |
|--|------|---------------|
| Artistic creation | | X |
| Drone programming | | X |
| On-site Access for Flight Team | X | |
| On-site System Installation | | X |
| Secure / Weather Protected Flight Control Area (approx. 150 sq ft) | X | |

| | | |
|--|---|---|
| Secured Launch Area (approx. 100' x 100') | | |
| On-Site Power (4 – 5 110V Circuits) | X | |
| Crowd control and flight safety envelope crowd separation (to be further defined based on site survey) | X | |
| Road and Area Closures as required | X | |
| Venue Sound System | X | |
| Custom Imagery Rights | X | |
| Flight Team Housing | | X |
| Site Security (flight and non-flight times) | X | |
| FAA Permitting | | X |
| City Permitting | X | |

Preliminary Planning

| Phasing | Start Date | End Date |
|-----------------------|---------------|---------------|
| Project Commitment | January 2026 | |
| Site Survey | January 2026 | February 2026 |
| Flight Authorizations | February 2026 | March 2026 |

| | | |
|-------------------------------|--------------|--------------|
| Artistic Creation | March 2026 | April 2026 |
| On-site Access and Facilities | July 2, 2026 | July 4, 2026 |
| On-site System Installation | July 2, 2026 | July 4, 2026 |
| Show Rehearsal | July 2, 2026 | |
| Show Performance | July 3, 2026 | |
| Show Strike | July 3, 2026 | July 4, 2026 |

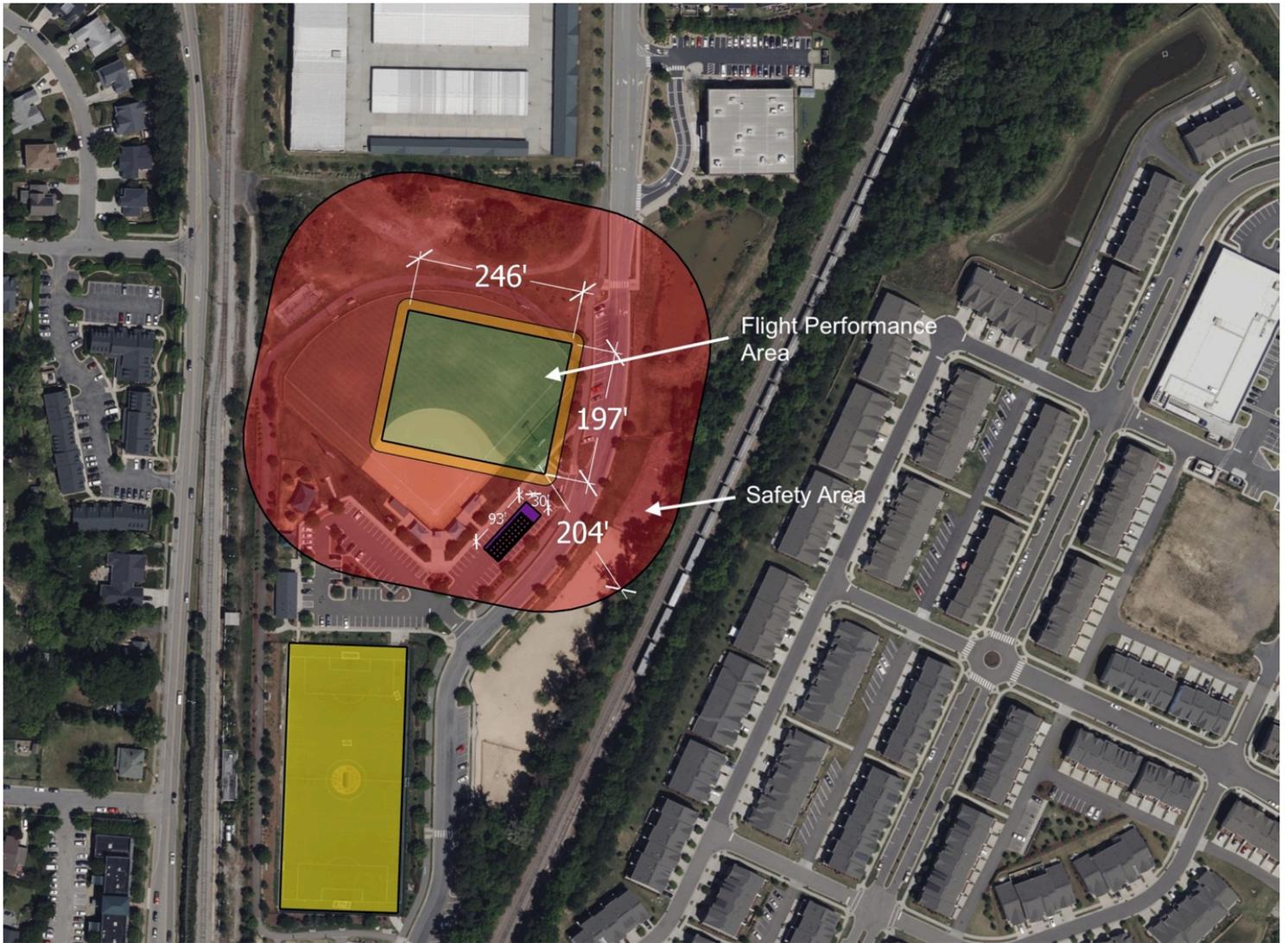
Planning Notes:

The show rehearsal is a full flight show required prior to the show performance. As with the show performance, the rehearsal flight must also meet the site flight requirements with appropriate closures and securing of the flight area.

Site Flight Requirements

| Type | Requirement |
|----------------|--|
| Weather | No rain from 45 min before flight up to end of flight Visibility greater than 3 miles Ceiling greater than 1000' No approaching storm cells, tornados, or meteorological events that could impact flight operations |
| Wind limit | 18 mph; gust 16.5 mph; sustained |
| Flight Area | Clearance of the flight area given by Customer at least 30 minutes before flight and secured until landing and all clear |
| Wireless Comms | Proper wifi signal / minimal interference; Proper satellite signal |

Preliminary Lay Out



- Final Flight Operations Layout to be provided after site survey

Safety Requirements

Flight Envelope

The flight envelope is comprised of both the active flight area for the show as well as an additional perimeter safety area. This flight envelope is based on the number of drones, the height of the show performance, and FAA (Federal Aviation Administration) requirements.

As a standard procedure during flight operations, at any point during the performance, it may be necessary to land drones in the flight envelope. As such, the entire flight envelope footprint must be clear of all guests or non-flight team personnel as well as personal property - for example, vehicles, if flying over a parking lot.

For safety to personnel and property, no entry or transitioning through the flight envelope is permitted during the entire performance (from take-off to landing). Any breach may result in the show being impacted. Full Spectrum is not responsible for personal property in the flight envelope footprint.

Federal Aviation Administration

Full Spectrum conducts and operates all flight performance with certified 107 drone pilots, trained ground team personnel and in compliance with authorizations granted from the FAA for commercial drone show performances.

As a part of any drone operations, the FAA is notified of the proposed show operations and NOTAMS are issued for local air traffic.

In the event of any other air traffic incident on the flight envelope, it may be necessary to hold the show or land the show prior to completion in compliance with FAA requirements.

EXHIBIT B

Fee Schedule

Show Costs

July 3, 2026 Apex Drone Show: \$40,000.00

Includes:

- Creative Design
- Show Choreography
- Show Soundtrack
- Aerial LED Drone Equipment
- Ground Control System
- System Installation
- Flight Team
- Show Operations
- Show Equipment Strike

Fee Schedule

| Milestone | Payment due date | Amount |
|-----------------------|--------------------------|--------------------|
| Initial Payment (40%) | At start of the contract | \$16,000.00 |
| Show Payment (60%) | July 3, 2026 | \$24,000.00 |
| - | - | |
| | TOTAL | \$40,000.00 |