

## **IMGING End-User License Agreement**

(United States and Canada)

Updated: April 1, 2019

Thank you for your interest in the IMGING Software Application (the “IMGING App”) offered by Loveland Innovations, LLC, a Utah limited liability company (“IMGING”). Please read the following terms and conditions carefully. By installing and signing up to use the IMGING App, by checking the “I have read and accept terms” box in the App, or by using the IMGING App or any of the products, software, data or services provided to you through the IMGING App (together with the IMGING App, the “Service”), you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions, and the IMGING Privacy Policy (available at <https://www.lovelandinnovations.com/policy/>) (together, these “Terms”). If you are not eligible or do not agree to any of the Terms or the IMGING Privacy Policy, then you may not use the Service. This Agreement applies to all uses of the Service in the United States and Canada.

IMGING provides proprietary aerial imaging technology and software for capturing and processing aerial images utilizing commercial and recreational unmanned aerial vehicles (UAVs). You understand and agree that (i) all commercial and recreational UAVs and other hardware and physical products, and the firmware contained therein (collectively, “UAV Hardware”) and (ii) any UAV flight software controlling the UAV Hardware (“UAV Software”) are not considered part of the Service. The terms and any warranties that apply to UAV Hardware and UAV Software are included with such UAV Hardware and UAV Software.

IMGING is an authorized dealer for DJI and provides a complete UAV solution that includes a UAV Hardware, UAV Software, an Apple Ipad and other accessory products to use the IMGING App and the Service (the “UAV Kit”). If you acquire the IMGING UAV Kit, you agree to the terms and conditions hereof applicable to the UAV Kit, including but not limited to the terms and conditions set forth in Section 2.

These Terms provide that all disputes between you and IMGING will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Terms, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review Section 21 (“Dispute Resolution and Arbitration”) of these Terms for the details regarding your agreement to arbitrate any disputes with IMGING.

You acknowledge and agree that, as provided in greater detail in these Terms:

- the IMGING App is licensed, not sold to you, and you may use the Service only as set forth in these Terms;
- the use of the Service may be subject to separate third party terms of service and fees, including without limitation the terms of service and data, SMS, MMS, and other fees of your mobile network operator (the “Carrier”), and any Third Party Software Providers, which are your sole responsibility;
- you consent to the collection and use of your personally identifiable information, information about your location, and User Content in accordance with the IMGING Privacy Policy, including without

limitation the collection of location information, data and images captured while using the IMGING App;

- access to certain features of the Service may require access to information about the location of your device, such as GPS coordinates;
- the Service is provided “as is” without warranties of any kind and IMGING’s liability to you is limited;
- if the Service includes automated damage detection, the automated damage detection is provided without warranties of any kind, and IMGING’s liability to you is limited;
- you are responsible to comply with any and all rules, laws and regulations governing or related to flying a UAV, including any and all FAA or Canadian regulations, as well as any and all state or local laws and ordinances; and
- if you are using the IMGING App on an iOS-based device, you agree to and acknowledge the “Notice Regarding Apple” below.

## 1. **IMGING App and Service Overview.**

- 1.1. **IMGING App and Services.** Your use of the IMGING App will be in connection with UAV Hardware and UAV Software, together with other commercially available software and hardware applications to capture and process aerial images. These other commercially available applications include, but are not limited to, Apple iOS, Android OS, Google Maps, AirMap, other map or satellite image applications, GPS services, and Cloud storage services accessed through the internet (the “Outside Apps”).
- 1.2. **User Data.** Your use of the IMGING App will also require manual or electronic input of data by the user or someone acting on the user’s behalf. You understand, acknowledge and agree that any and all User Content (defined hereafter) will be stored in a Cloud or internet-based service that is accessible by IMGING, and you specifically authorize IMGING to access, copy and otherwise store and use any and all IMGING Data in compliance with this License.
- 1.3. **Drone Assist.** Subject to coverage and flight restrictions, Loveland may make available, as part of the Services, the Drone Assist service, which may include the services of a pilot and all flight services to perform UAV flights and IMGING Scans, subject to coverage, FAA flight restrictions, weather and other hazards. By ordering the Drone Assist service, you represent and warrant that you are authorized by the property owner and/or occupant to engage Loveland to provide the Drone Assist services at the requested location. The Drone Assist service will be provided pursuant to User Content provided by you, and you agree to indemnify and hold Loveland harmless from any and all loss, damage or other costs resulting from incorrect User Content, or from any breach of your representations herein, including that you are authorized to have Loveland provide the Drone Assist services at the Location. You further agree to pay all fees for Drone Assist under the same terms and conditions as all other IMGING Fees hereunder. The results from the Drone Assist services are subject to all of the same terms and conditions as all other results received from your use of the IMGING Services.

2. **UAV Kit**. If you've acquired a UAV Kit through IMGING, you agree that all warranties and representations regarding the UAV Hardware and UAV Software are provided by DJI. All warranties with regard to any iOS device are provided by Apple, including any care and replacement provided as part of the Apple Care program, if enrolled. You specifically agree that IMGING is not responsible to provide any warranty or other service to the UAV Hardware, UAV Software or the iOS device. You further agree that IMGING installation and activation of any Apple iOS software, any DJI UAV Software, and any SimpleMDM software prior to delivery of the UAV Kit to you is done specifically on your behalf and you agree to the terms and conditions of all license agreements, terms and conditions or similar agreements associated therewith, and agree to hold IMGING harmless therefrom.
  - 2.1. You agree to DJI's complete license agreement, terms and conditions in effect at the time of your use, including warranties, as provided by DJI and available on DJI's website.
  - 2.2. You agree to Apple's complete license agreement, terms and conditions in effect at the time of your use of the IMGING, including warranties, as provided by Apple and available on Apple's website.
  - 2.3. The return of all or any part of the UAV Kit is subject to the terms and conditions of the IMGING's satisfaction guarantee and return policies then in effect.
3. **Eligibility**. You must be at least 18 years of age to use the Service, including the IMGING App. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations, including but not limited to FAA Part 107 regarding Small Unmanned Aircraft, or any similarly applicable regulation in the United States or Canada, including statutes and regulations under the Canadian Aviation Regulations applicable to UAVs or other applicable provincial, state or local laws or regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.
4. **Accounts and Registration**. To access certain features of the Service available through the IMGING App, you must register for an IMGING account or be a registered user associated with a corporate IMGING account. When you register for a IMGING account, you will be required to provide us with some information about yourself, such as your email address or other contact information. You represent and warrant that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your IMGING account and password, and you accept responsibility for all activities that occur under your IMGING account.
5. **Limited License**. Subject to your complete and ongoing compliance with all the terms and conditions set forth in these Terms (including without limitation compliance with all license restrictions), IMGING grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use one copy of the IMGING App downloaded directly from IMGING or

from a legitimate marketplace (such as Apple's iTunes store or the Google Play store), solely in object code format, for your personal use for lawful purposes, on a single compatible mobile device that you own or control, and for the purpose of accessing and using the Service in accordance with these Terms. You may not reproduce, distribute, publicly display, or publicly perform the IMGING App or any part of the Service. Except if, and solely to the extent that, such a restriction is impermissible under applicable law or applicable third party license, you may not (a) decompile, reverse engineer, or otherwise access or attempt to access the source code for the IMGING App, or make or attempt to make any modification to the IMGING App; or (b) interfere with or circumvent any feature of the IMGING App, including without limitation any security, or access control mechanism. You may not use the Service, including the IMGING App, for any purpose other than a purpose for which the Service, including the IMGING App, is expressly designed. The term IMGING App, as used in these Terms, includes any update or modification to the IMGING App made available to you by IMGING (unless provided with separate terms). If you are prohibited under applicable law from using the Service, including the IMGING App, you may not use it.

6. **Payments.** You agree to pay the normal licensing fees for use of the Service. Certain features of the Services will incur additional IMGING fees as described therein. If you are a user of the Services as an agent or employee of a commercial IMGING customer, you acknowledge that such IMGING customer will be responsible for those IMGING fees. You represent that you are authorized by your employer or principal to incur such IMGING fees on their behalf and that such IMGING customer knows of your use and has agreed to pay such IMGING fees. If you are a user of the Services on your own behalf and not as an agent or employee of a IMGING customer, you agree to pay any and all IMGING fees incurred. You will have an opportunity to review and accept the IMGING fees that you will be charged. All fees are in U.S. dollars and are non-refundable. IMGING will charge the payment method you specify at the time of purchase. You authorize IMGING to charge all sums that you agree to at checkout to that payment method. If you pay any fees with a credit card, IMGING may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

7. **User Content.**

7.1. **User Content Generally.** Certain features of the Service may permit users to upload content to the Service, including property information, owner information, messages, reviews, photos, video, images, folders, data, text, and other types of works, or otherwise collect data, images, photos, video, flight data and measurements during use of the Service ("User Content") and to publish User Content on the Service. You retain copyright and any other proprietary rights that you may hold in the User Content that you upload or input to the Service.

7.2. **License Grant to IMGING.** By using the Service and uploading, posting or publishing User Content, you grant IMGING a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed. Without limiting the generality of the foregoing, you authorize IMGING to aggregate your User Content with the User Content of other users of the Service for use by IMGING in any manner

that IMGING deems appropriate, including sublicensing use of such User Content to others.

7.3. Limited License Grant to Other Users. By posting or sharing User Content with other users of the Service, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service.

7.4. User Content Representations and Warranties. You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:

7.4.1. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize IMGING and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by IMGING, the Service, and these Terms; and

7.4.2. your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause IMGING to violate any law or regulation.

7.4.3. User Content Disclaimer. IMGING is under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. IMGING may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against IMGING with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, IMGING does not permit copyright-infringing activities on the Service.

7.5. Digital Millennium Copyright Act

7.5.1. DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have a copyright-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

Loveland Innovations, LLC  
c/o General Counsel  
2015 W Pleasant Grove Pkwy, Ste E  
Pleasant Grove, UT 84062

Telephone:  
(385) 498-0800  
Email: support@lovelandinnovations.com

- 7.5.2. PLEASE NOTE THAT UNDER UNITED STATES FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES. Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:
- 7.5.2.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
  - 7.5.2.2. a description of the copyright-protected work or other intellectual property right that you claim has been infringed;
  - 7.5.2.3. a description of the material that you claim is infringing and where it is located on the Service;
  - 7.5.2.4. your address, telephone number, and email address;
  - 7.5.2.5. a statement by you that you have a good faith belief that the use of those materials on the Service is not authorized by the copyright owner, its agent, or the law; and
  - 7.5.2.6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- 7.5.3. Please note that this procedure is exclusively for notifying IMGING and its affiliates that your copyrighted material has been infringed and does not constitute legal advice.
- 7.5.4. Repeat Infringers. IMGING will promptly terminate without notice the accounts of users that are determined by IMGING to be "Repeat Infringers." A Repeat Infringer is a user who has been repeatedly notified of infringing activity or has had User Content repeatedly removed from the Service.
- 7.5.5. Counter-Notice. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice to the Designated Agent with the following information:
- 7.5.5.1. Your physical or electronic signature;
  - 7.5.5.2. Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
  - 7.5.5.3. A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
  - 7.5.5.4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Salt Lake City, Utah, and a statement that you will accept service of process from the person who provided notification of

the alleged infringement.

7.5.5.5. If a counter-notice is received by the Designated Agent, IMGING may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the User Content provider or user, the removed or access-disabled User Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at IMGING's sole discretion.

## **8. Using the IMGING App and Service**

8.1. **Your Obligations.** By using the IMGING App, and by entering into these Terms, you represent and warrant that your use of the IMGING App and your involvement of events or activities incidental to your use of the IMGING App comply and will comply with all applicable laws, statutes, and regulations, and that you will not use the IMGING App except as expressly permitted under these Terms. Without limiting the generality of the foregoing, you expressly agree to comply with all applicable laws, statutes and regulations of the United States under the Federal Aviation Administration (FAA) or similar laws, statutes and regulations of Canada under the Canadian Aviation Regulations applicable to Unmanned Air Vehicles or other applicable provincial or local laws or regulations, as all may exist now or at any time hereafter. If you are using the Services for commercial purposes, you represent and warrant that you are appropriately licensed pursuant to and otherwise compliant with FAA Part 107, or any similarly applicable regulation in the United States or Canada. IMGING reserves the right to review, remove, or disable access to User Content in violation of the applicable laws and regulations. IMGING also welcomes users to report any User Content that is in violation of applicable laws or regulations.

### **8.2. Account Verification**

8.2.1. IMGING may request you to verify your IMGING account. IMGING may grant users with verified accounts access to certain functions and features of the Service, including the ability to organize events or activities, invite other IMGING App users, and participate in events or activities organized by other IMGING App users.

8.2.2. IMGING may verify your account by reviewing the validity of certain personal credentials, such as an email address or mobile phone number. If you provide IMGING or its third party verification service provider with your email address or mobile phone number, you expressly authorize IMGING, such third party verification service provider, or their agents to transmit to you one or more webpage hyperlinks or text message numeric codes for the purpose of accomplishing the verification process and for other purposes related to the Service. Your carrier may charge standard text messaging, data, and other fees for text messages. IMGING may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. IMGING is not responsible for the timeliness or final delivery of the message, as this is out of IMGING's control and is the responsibility of the cellular telephone operator or other networks.

8.2.3. If you hold yourself out as an IMGING trainer offering training services to other IMGING App users, IMGING will require verification of your qualifications to offer IMGING training services. IMGING may also require you to accept additional terms of use before you provide training services. You acknowledge that such verification does not qualify you as an agent, representative, or employee of IMGING.

8.2.4. Account verification may expire and renewal may be required at intervals determined by IMGING (and subject to change in IMGING's sole discretion). IMGING reserves the right to revoke account verification in its sole discretion, for any or no reason.

9. **Prohibited Conduct**. BY USING THE SERVICE YOU AGREE NOT TO:

- 9.1. use the Service for any illegal purpose or in violation of any local, state, national, provincial or international law, including specifically the laws of the United States and Canada, as required in the specific location where the Service is used;
- 9.2. conduct activities that may be harmful to others or that could damage IMGING's reputation;
- 9.3. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right or violating any third party's right to privacy;
- 9.4. interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- 9.5. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- 9.6. modify the UAV Kit in any manner, including but not limited to modifications to the iOS device or other data enabled device to access any applications other than those specifically enabled as part of the UAV Kit;
- 9.7. use the UAV Kit to access the Service after the UAV Kit has been damaged in any way that may affect the safety or accuracy of the UAV or the inability to properly access and use the Service;
- 9.8. perform any fraudulent activity in connection with your obtaining or using the Services, including impersonating any person or entity, claiming a false affiliation, accessing any other IMGING account without permission, or falsifying your age or date of birth;



- 9.9. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 13) or any right or ability to view, access, or use any Materials;
- 9.10. bypass any security or other features of the Service designed to control the manner in which the Service is used, harvest or mine User Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage;
- 9.11. use any robot, spambot, spider, crawler, scraper or other automated means or interface not provided by us to access the Service or to extract data;
- 9.12. use, display, mirror, frame or utilize framing techniques to enclose the Service or User Content, or any portion thereof, unless and solely to the extent IMGING makes available the means for embedding any part of the Service or the User Content;
- 9.13. access, tamper with, or use non-public areas of the Service, IMGING's (and any of its hosting company's) computer systems and infrastructure, or the technical delivery systems of IMGING's providers;
- 9.14. use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party; or
- 9.15. attempt to do any of the acts described in this Section 8, or assist or permit any person in engaging in any of the acts described in this Section 8.

10. **Termination of Use; Discontinuation and Modification of the Service.** If you violate any provision of these Terms, your permission from us to use the Service, including the IMGING App, will terminate automatically. In addition, IMGING may in its sole discretion terminate your IMGING account or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Service or features of the Service at any time, temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. Without limiting the foregoing, you understand and agree that in any termination or suspension of your account or the Service, you will not have access to any data or content recorded using the Service or otherwise contained in the Service, and we will have no responsibility to provide you access to such data or content, including any User Content. You may terminate your IMGING account at any time by contacting IMGING customer service center.
11. **Third Party Software.** The IMGING App and Services integrate other commercial components, including certain third party software ("Third Party Software") provided under separate license terms (the "Third Party Terms"). Such Third Party Software includes, but shall not be limited to, Apple iOS, DJI UAV Software, Android OS, Google Maps, UAV Software, AirMap, other map or satellite image applications, GPS services, and Cloud storage services accessed through the internet. Your use of the Third Party Software in conjunction with the IMGING App in a manner consistent with these Terms is permitted, however, you may have broader rights under the applicable Third Party Terms and nothing in these Terms is intended to impose further restrictions on your use of the Third Party Software.

## 12. **Privacy Policy; Additional Terms.**

12.1. **Privacy Policy.** Please read the IMGING Privacy Policy at <https://www.lovelandinnovations.com/policy/> carefully for information relating to our collection, use, storage and disclosure of your personal information. The IMGING Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

12.2. **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service (the “Additional Terms”), such as end-user license agreements for any additional software applications, or rules that apply to a particular feature or content on the Service, subject to Section 12 below. All Additional Terms are incorporated by this reference into and made a part of these Terms.

13. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. Modified Terms of Use are effective upon its publication. If we make material changes to the Terms, we will attempt to provide you reasonable notice before such changes become effective. By continuing using the Service, you agree to be bound by the updated, amended, or modified Terms. If you do not agree to be bound by the modified Terms, you must immediately cease your use of the Service. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

14. **Ownership; Proprietary Rights.** The Service is owned and operated by IMGING. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“Materials”) provided by IMGING are protected by intellectual property and other laws, including certain patents, a list of which can be viewed at <https://www.lovelandinnovations.com/legal/>. All Materials contained in the Service are the property of IMGING or our third-party licensors. Except as expressly authorized by IMGING, you may not make use of the Materials. IMGING reserves all rights to the Materials not granted expressly in these Terms.

## 15. **Feedback; Beta Versions.**

15.1. **Feedback.** If you choose to provide input or suggestions regarding problems with, or proposed modifications or improvements to, the Service (“Feedback”), then you hereby grant IMGING an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit such Feedback in any manner and for any purpose with no duty to make any payments to you for such exploitation.

15.2. **Beta or Trial Versions.** IMGING may offer “beta” versions or features of the Service (each, a “Beta Service”). IMGING will determine, at its sole discretion, the availability, duration (the “Trial Period”), features, and components of each Beta Service. ANY BETA SERVICE IS PROVIDED “AS IS” WITHOUT ANY WARRANTIES. Notwithstanding anything to the contrary in these Terms, in no event will IMGING be liable to you or any third party for any damages or liability related to, arising out of, or caused by any Beta Service and/or any modification, suspension, or termination thereof. If IMGING permits you to use a Beta Service, you agree to provide IMGING Feedback and respond to IMGING’s questions or other

inquiries regarding your use of the Beta Service, if requested and as applicable. IMGING at its sole discretion shall determine whether or not to continue to offer any Beta Service, and may cease offering any Beta Service at any time. Upon completion of a Trial Period, you may lose access to the applicable Beta Service, unless or until the features of the Beta Service are incorporated into the Service. Any production candidate or non-production version of the Service will be considered a Beta Service. Except as expressly provided in this Section 14, these Terms govern your use of the Beta Service as part of the Service.

16. **Indemnity**. You are responsible for your use of the Service. You will defend and indemnify IMGING and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “INGING Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service, including specifically anything related to the UAV Hardware, UAV Software and any Third Party Software; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation, including, without limitation, any and all FAA, Canadian, or other laws, statutes, or regulations related to flying UAV Hardware; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy, right; (d) any defect in the UAV Hardware, UAV Software or Third-Party Software; or (e) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.
17. **Disclaimers; No Warranties**. THE UAV KIT, SERVICE AND ALL MATERIALS, AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE IMGING ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE UAV KIT, THE SERVICE AND ALL MATERIALS, AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE IMGING ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS, OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. IMGING DOES NOT CONTROL THE AVAILABILITY OR ACCESSIBILITY OF ANY USER-ORGANIZED EVENTS OR ACTIVITIES. THESE USERS OF THE IMGING APP MAY IMPOSE ADDITIONAL TERMS OF USE OR PRIVACY POLICIES ON EVENTS OR ACTIVITIES THAT THEY ORGANIZE. IMGING EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING OR IN ANY WAY RELATED TO THE UAV KIT, ANY UAV HARDWARE, UAV SOFTWARE AND ANY THIRD-PARTY SOFTWARE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS, OR CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY AUTOMATED DAMAGE OR OBJECT

DETECTION, WILL CREATE ANY WARRANTY REGARDING ANY OF THE IMGING ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, UAV KIT AND ANY MATERIALS, OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH, DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR UAV HARDWARE USED IN CONNECTION WITH THE SERVICE) OR THIRD-PARTY PROPERTY, OR THE LOSS OF DATA THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR THE UAV KIT.

IF THE SERVICE INCLUDES AUTOMATED DAMAGE OR OBJECT DETECTION, YOU SPECIFICALLY AGREE TO USE SUCH FEATURES OF THE SERVICE AS IS WITHOUT ANY WARRANTY FROM IMGING. YOU ACKNOWLEDGE AND AGREE THAT ANY PERCENTAGE CONFIDENCE OR OTHER INDICATION OF THE SERVICE'S ACCURACY WITH RESPECT TO ANY DAMAGE OR OBJECT DETECTION IS AN ESTIMATE ONLY AND NOT PURSUANT TO ANY LEGAL STANDARD. YOU AGREE TO USE THE DAMAGE AND OBJECT DETECTION FEATURES ONLY TO ASSIST YOU, AS THE USER, IN IDENTIFYING DAMAGE AND/OR OBJECTS, AND THAT ANY SUCH DETERMINATIONS ARE MADE BY YOU AND NOT MADE BY THE SERVICE. YOU AGREE NOT TO RELY IN ANY WAY ON ANY AUTOMATED DAMAGE OR OBJECT DETECTION PROVIDED BY IMGING WITHOUT INDEPENDENT VERIFICATION BY USER.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

18. **Limitation of Liability.** IN NO EVENT WILL THE IMGING ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, UAV KIT, OR ANY MATERIALS, FLIGHT ENVIRONMENT DATA, OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY IMGING ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 23.4(iii), THE AGGREGATE LIABILITY OF THE IMGING ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL

ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 17 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. **Third Party Disputes.** IMGING IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR ADVERTISER, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, ADVERTISER, OR OTHER THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY OTHER USER OF THE IMGING APP, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE IMGING (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
20. **Governing Law.** These Terms are governed by the laws of the State of Utah without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and IMGING agree to submit to the personal and exclusive jurisdiction of the state courts located within Utah County, Utah, and the federal courts located in Salt Lake County, Utah, for the purpose of litigating any dispute. We make no representation that the Service or any Materials included in the Service are appropriate or available for use in your location. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods, and agree that the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement.
21. **Export Restrictions.** You acknowledge that the IMGING App, the Service, its related website and related services delivered hereunder are subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations enacted thereunder, as well as US export control laws and regulations, including US trade embargoes, sanctions and security requirements administered by the United States government, including the US Department of Commerce. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available the Service and IMGING App in violation of these laws, directly or indirectly.
22. **General.** You agree that the Service shall be deemed a passive website or web enable service that does not give rise to personal jurisdiction over IMGING, either specific or general, in jurisdictions other than Utah. These Terms and any other agreements expressly incorporated by reference into these Terms are the entire and exclusive understanding and agreement between you and IMGING regarding your use of the Service. We reserve the right to change this Agreement at any time, and the changes will be effective when posted on our website for the Service or when we notify you by other means. Your continued use of the Service thereafter indicates your agreement to the changes. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by

operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 1 and 5 through 26, along with the Privacy Policy and any other accompanying agreements, will survive.

## 23. **Dispute Resolution and Arbitration.**

- 23.1. **Generally.** In the interest of resolving disputes between you and IMGING in the most expedient and cost effective manner, you and IMGING agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND IMGING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- 23.2. **Exceptions.** Despite the provisions of Section 23.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable United States or Canadian federal, state, provincial or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 23.3. **Arbitrator.** Any arbitration between you and IMGING will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting IMGING.
- 23.4. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail (“Notice”). IMGING’s address for Notice is: 2015 W Grove Parkway, Ste E, Pleasant Grove, UT 84062. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within

30 days after the Notice is received, you or IMGING may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or IMGING must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, IMGING will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by IMGING in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000.

23.5. Fees. If you commence arbitration in accordance with these Terms, IMGING will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Utah County, Utah, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse IMGING for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

23.6. No Class Actions. YOU AND IMGING AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and IMGING agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

23.7. Modifications of This Arbitration Provision. If IMGING makes any future change to this arbitration provision, other than a change to IMGING's address for Notice, you may reject the change by sending us written notice within 30 days of the change to IMGING's address for Notice, in which case your account with IMGING will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

23.8. Enforceability. If Section 23.6 is found to be unenforceable or if the entirety of this Section 23 is found to be unenforceable, then the entirety of this Section 23 (other than, in the latter case, Section 26.6) will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 20 will govern any action arising out of or related to these Terms.

24. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our

Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

25. **Contact Information**. The Service is offered by Loveland Innovations, LLC, and its affiliated companies, located at 2015 W Grove Parkway, Ste E, Pleasant Grove, UT 84062. You may contact us by sending correspondence to that address or by emailing us at [support@IMGING.com](mailto:support@IMGING.com).
26. **Notice Regarding Apple**. If you are using our mobile applications on an iOS device, the terms of this Section 26 apply. You acknowledge that these Terms are between you and IMGING only, not with Apple, and Apple is not responsible for the Service or its content. Apple has no obligation to furnish any maintenance or support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claim by you or any third party relating to the Service or your possession or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement or discharge of any third party claim that the Service or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.