

**LOVELAND INNOVATIONS, INC.**

**IMGING END USER LICENSE AGREEMENT AND TERMS OF SERVICE**

(United States and Canada)

Updated: October 15, 2020

1. **Acceptance of Terms.** This Loveland Innovations, Inc. End User License Agreement and Terms of Service document (these “**Terms**”) is an agreement you must accept in order to use the IMGING Services (as defined below). This document describes both your rights and your obligations as part of using the IMGING Services. It is important that you read it carefully because you will be legally bound to these terms. Loveland Innovations, Inc. (“**Loveland**” “**we**” “**us**”) only provides the IMGING Services to you subject to these Terms. By accepting these Terms or by accessing or using the IMGING Services, you represent that you are at least 18 years old and agree to be bound by these Terms (including the Privacy Policy which is incorporated here by reference).

If you are entering into these Terms on behalf of a company or other legal entity or in your capacity as an officer or employee of a company, you represent that you have the authority to bind such entity to these Terms. In that case, the terms “**you**” or “**your**” or shall also refer to such entity. If you do not have such authority, or if you do not agree with these Terms, you may not use the IMGING Services. You acknowledge that these Terms is a contract between you and Loveland, even though it is electronic and is not physically signed by you and Loveland, and it governs your use of the IMGING Services.

2. **Key Definitions**

- a. **Application** – Any software application, website, or product allowing you to utilize the IMGING Services, including but not limited to the IMGING Handheld mobile application, any flight capable IMGING mobile application and any IMGING web application.
- b. **IMGING Documentation** – The documentation, data and information that Loveland provides regarding the use or utilization of the IMGING Services.
- c. **Data** – means any data and content uploaded, posted, transmitted or otherwise made available by you via the Services, including messages, files, comments, profile information, annotations, confirmations, and anything else entered or uploaded into the Service by a user of the Service.
- d. **Images** – means the photos, images, videos or other User Data you submit or otherwise provide to Loveland in connection with your use of the IMGING Services.
- e. **IMGING App** – means any IMGING mobile Application which you download to your mobile device and use to utilize the IMGING Services (including collecting Images), together with the IMGING web Application and other software Applications used by you to review the IMGING Results or otherwise utilize the IMGING Services.
- f. **IMGING Cloud Services** – means the cloud services made available by Loveland through the IMGING Services, including your ability to use, view or manage the IMGING Services and IMGING Results.
- g. **IMGING Data** – means any and all together with the IMGING Results that incorporate the Data.
- h. **IMGING Handheld** – means the IMGING App designed to be used on a mobile device without the use of a drone or a UAV and does not enable IMGING flights.
- i. **IMGING on Demand** – means that part of the IMGING Services whereunder Loveland may provide certain UAV flight services using IMGING to collect data and perform inspections at locations designated by you, which may include but shall not be limited to UAV pilot services, image upload, 3-D model generation, measurements, and report preparation.
- j. **IMGING Results** – means the results from use of the IMGING App or IMGING Web App, including any and all advice, estimates, reports, damage detection, measurements, 3-D model, wire frame model, pdf documents, exports of any kind (whether through an API or otherwise), IMGING on Demand with Exterior Estimate or any other information or Data retrieved by you using IMGING or any permitted API.
- k. **IMGING Scan** – means an IMGING UAV flight gathering required images to produce a 3-D model of an independent structure having a footprint of up to 10,000 ft<sup>2</sup> or having a roof with up to 25 facets.
- l. **IMGING Service(s) or Service(s)** – Loveland’s IMGING services, and all software, applications, data, reports, text, information, images, and other content made available by or on behalf of Loveland through any of the foregoing, including but not limited to the IMGING App, IMGING Web App, IMGING Handheld,

IMGING Cloud Services and IMGING on Demand services. The “Service” does not include any software application or service that is provided by you or a third party (including Applications).

- m. **IMGING Subscriptions** – means an annual or monthly subscription to either a full IMGING license that includes UAV flight privileges, an IMGING reviewer license that does not include flight privileges, or an IMGING Handheld subscription.
  - n. **IMGING Web App** – means that certain website Application accessed through your IMGING account to view, manage and use the IMGING Services and the IMGING Results
  - o. **Loveland** – means Loveland Innovations, Inc., a Delaware corporation.
  - p. **Loveland Brand** – The Loveland brand and brand assets, including names, logos, trade names and trademarks, including but not limited to trademarks such as “IMGING”.
  - q. **Measure Report** – means an IMGING report that contains the roof measurements for a structure.
  - r. **Order Documentation** – means any Purchase Contract, SOW, Purchase Order, order page or other similar order document on which you purchased such IMGING Services.
  - s. **User** – means you and other authorized users of the IMGING Services.
  - t. **User Content** – means any content uploaded to the Service or otherwise provided by you, including but not limited to property information, owner information, messages, reviews, images, video, folders, data, text, annotations, or otherwise collected during the use of the IMGING Services, including images, video, flight data, annotations or other data.
3. **IMGING License.** As long as you follow these Terms, Loveland grants you a limited, revocable, non-exclusive, non-assignable, non-transferable license to use the IMGING Services that have been purchased by or made available to you solely in accordance with these Terms. The IMGING Services and use of the Software has been licensed to you, and Loveland retains all rights in and title to the IMGING Services and associated software.
4. **Ownership; Proprietary Rights.** The IMGING Service is owned and operated by Loveland. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, documentation and all other elements of the IMGING Service (“Materials”) provided by Loveland 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 IMGING Service are the property of Loveland or our third-party licensors. Except as expressly authorized by Loveland, you may not make use of the Materials. Loveland reserves all rights to the Materials not granted expressly in these Terms.
5. **Restrictions on Use.** You expressly agree that you will not directly or indirectly: (a) use the IMGING Services in any manner which is not expressly authorized by this Agreement or any instructions, documentation, directions or training provided by Loveland; (b) use the IMGING Services in any manner in violation or threatened violation of any applicable federal, state or local law or in any way that harms Loveland; (c) access or use or attempt to access or use the IMGING Services at any given time by more number of Users than is permitted under the License or by Users not accepted by Loveland; (d) copy or reproduce any software comprising part of IMGING Services; (e) copy, reverse engineer, modify, decompile, disassemble, reassemble, create derivative works of the IMGING Services or any part thereof or make any attempt to do so; (f) interfere with the IMGING Services or any of its tools or functionality in any manner whatsoever; (g) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant access, grant a security interest in or transfer the IMGING Services or your right to use the IMGING Services to any other person or entity; or (h) scrape, mine, copy, store, modify or delete the data/information embedded, provided, or accessed using the IMGING Services or redistribute, sublicense, assign, sell, rent, grant access to the data/information embedded, provided, or accessed using the IMGING Services to any other person or use it for any other purpose than your internal business purposes or as specifically agreed in this Agreement or in writing by Loveland.
6. **Requirements of IMGING.** The IMGING Services and any applications are only compatible with those smartphones and operating systems identified and certified by Loveland from time to time. The use of the IMGING Services requires and utilizes the internet and requires internet connectivity and data. You understand that the IMGING Services may use significant amounts of data and that you are responsible for all internet and data charges. The functional use of the IMGING Services and the production of the IMGING Results may be dependent on data related to geographic location and geo-positional data, and you acknowledge and agree that

any failure to provide (or make available) such data may limit the functionality of the IMGING Services and the production of the IMGING Results. The Services and the accuracy of the IMGING Results are dependent upon the accuracy of the images and data you submit when using the Services. Loveland is not responsible for any errors or other issues resulting from your use of any unsupported or uncertified operating systems or devices (including modified devices). You acknowledge that any advice, measurements or recommendations provided to you as part of the IMGING Results are recommendations only and you are responsible to confirm all such advice or recommendations included in the IMGING Results, including but not limited to any damage detection, measurements or reports provided. You specifically agree to operate all UAV hardware in compliance with FAA, Canadian or other countries' or territories' rules and regulations, including but not limited to FAA Part 107 Small Unmanned Aircraft (or other similar regulations in Canada or other jurisdiction), and that all pilots operating a UAV utilizing the IMGING Services are FAA Part 107 certified (or other similar Canadian or other jurisdiction's certification). You may not share your account with anyone. You are solely responsible for, and Loveland will bear no responsibility for, unauthorized access to or use of your IMGING account by any other person. Loveland shall be entitled to rely on the use of your login credentials to determine whether you are the authorized user.

7. **IMGING on Demand.** Subject to coverage and flight restrictions, Loveland may make available, as part of the Services, the IMGING on Demand 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, together with the production of certain IMGING reports as agreed to between you and us. By ordering the IMGING on Demand service, you represent and warrant that you are authorized by the property owner and/or occupant to engage Loveland to provide the IMGING on Demand services at the requested location (the "Location"), including but not limited to entering onto the property, flying a UAV over the Location and gathering images of the property using IMGING. You acknowledge and agree that it may become necessary to reschedule an IMGING inspection for reasons. The IMGING on Demand 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 Loveland's use of your User Content, or from any breach of your representations herein, including that you are authorized to have Loveland provide the IMGING on Demand services at the Location. You further agree to pay all fees for IMGING on Demand under the same terms and conditions as all other IMGING Fees hereunder. The results from the IMGING on Demand services are subject to all of the same terms and conditions as all other results received from your use of the IMGING Services. You specifically acknowledge and agree that any damage detection, measurements or other advice or recommendations that may be provided as part of the IMGING on Demand are only recommendations, and you are responsible to confirm any such advice or recommendations.
8. **IMGING Scans or Measure Reports.** If you pre-purchase any IMGING Scans or Measure Reports in connection with your use of the IMGING Services, you acknowledge that, unless otherwise agreed to in writing by us, all unused IMGING Scans or Measure Reports expire 12 months (or other term set forth in your purchase contract) from the date of purchase, and you will not receive a refund, rollover or credit for any unused IMGING Scans or Measure Reports. Each independent structure with a footprint up to 10,000 ft<sup>2</sup> or having a roof with up to 25 facets is a separate and distinct IMGING Scan or Measure Report and will be billed accordingly. If an independent structure has a footprint in excess of 10,000 ft<sup>2</sup> or a roof with in excess of 25 facets, Customer will be charged for an additional IMGING Scan or Measure Report for each additional 10,000 ft<sup>2</sup> (or any part thereof) of footprint or for each 25 additional facets (or any part thereof). Customer will be charged for the larger number of IMGING Scans or Measure Reports resulting from either the size of the structure's footprint or the number of facets. For example, an independent structure with a footprint of 25,000 ft<sup>2</sup> and a roof with 25 facets will be billed as three (3) IMGING Scans or Measure Reports based on the footprint of the structure. Similarly, an independent structure with a footprint of 10,000 ft<sup>2</sup> and a roof with 60 facets will be billed as three (3) IMGING Scans or Measure Reports based on the number of facets.
9. **Third-Party Software.** The IMGING 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, 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 subject to your 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.

10. **IMGING Subscriptions.** IMGING Subscriptions may include full IMGING licenses that include IMGING UAV flight privileges, IMGING reviewer licenses that do not allow for UAV flight, and IMGING Handheld licenses that only include the mobile application. Unless specifically set forth in the Order Documentation, IMGING Subscriptions do not include any 3-D models or measurements (including Measure Reports) which are sold separately. Annual or monthly subscription licenses are charged on a per-User bases, based upon the number of Users that are part of your IMGING account. Each User must have its own license and unique login credentials. You agree not to allow any other User to use your unique login credentials. You may add additional subscription licenses at the rates available at the time of purchase. Unless otherwise set forth in your Order Documentation, any additional licenses will be prorated based on the number of days remaining in your annual contract. All IMGING Subscriptions will co-terminate or renew automatically on your annual contract renewal date (or monthly as applicable) until you cancel. All IMGING Subscriptions are non-refundable. IMGING Subscription terms and pricing are subject to change. At the end of your subscription term, Loveland will renew your IMGING Subscription for an additional annual (or monthly) term at the current rates for your IMGING Subscriptions and charge your credit card on file or process an ACH transfer pursuant to an ACH Authorization on file, as applicable.
11. **IMGING Results.** Loveland does not guarantee the production and delivery of the IMGING Results. Delivery of the IMGING Results is conditioned on submission of required images, data or other required information. You will receive all IMGING Results in the IMGING App.
12. **Fees.** You agree to pay all fees and other charges for the IMGING Services, which fees may be set forth on Order Documentation provided by you. In the absence of any Order Documentation to the contrary, you will be charged the latest published fees and other charges for the IMGING Services. Unless otherwise stated therein, all promotions or pricing set forth in any proposed Order Documentation expires and is of no force or effect if not agreed upon and paid by you within seven (7) days of receipt from Loveland. The fees and charges set forth on the Order Documentation are exclusive of all federal, state, municipal or other governmental taxes, including excise, sales, use, value-added, gross receipts, personal property, occupational or other taxes, whether now in existence or enacted in the future, and you agree to pay all such taxes now or at any time in the future with respect to such fees. Payment of all fees and charges shall be made in accordance with the payment method and credit terms set forth on the Order Documentation; provided, that all fees and charges are due in advance if no payment terms are included on your Order Documentation. If you provided us with a credit card, you authorize Loveland to charge your credit card with the amount of any purchase of IMGING Services. Unless otherwise set forth on your Order Documentation, all fees and charges are non-refundable and all IMGING Services are non-returnable. You acknowledge and agree that except for IMGING Services, including IMGING Scans, already purchased and paid for by you, Loveland may change the prices of any of the IMGING Services at any time. If you purchased a bulk number of IMGING Scans or IMGING Services and received a discounted price for such purchase, any IMGING Scans or use of the IMGING Services in excess of such purchases will be invoiced to you at the then current IMGING pricing without any discounts. Any amounts not paid within 30 days of invoice shall bear a finance charge equal to 1.5% per month.
13. **Suspension of Access; Termination.** If you violate these Terms or any other agreement you have made with Loveland, including in any Order Documentation, Loveland reserves the right, in its sole discretion, to terminate or suspend your access to the IMGING Services or any portion thereof at any time, without notice. Loveland may make changes or alterations to the IMGING Services or discontinue all or any portion of the IMGING Services at any time, without notice. Once your access is suspended or terminated, you agree to pay, in addition to any outstanding invoices, a \$199 access restoration fee for each User, before Loveland will restore access to IMGING.
14. **Hardware and Equipment.** You are responsible for supplying your own UAV equipment and all other hardware and equipment necessary to use the IMGING Services. Loveland is an authorized DJI dealer and you may purchase certain hardware and equipment from Loveland. All warranties with respect to any hardware and equipment is made solely by the manufacturer of such hardware and equipment. Loveland specifically disclaims any warranty of or liability for any defects in the UAV equipment or any liability for bodily injury, property

damage or otherwise resulting from your use of the UAV equipment, and you agree to hold Loveland harmless from any such injury or damage, including any damage to the equipment.

15. **User Content.** You represent and warrant that you have all rights in and to the User Content to allow you to upload or otherwise share the User Content with Loveland, whether by ownership, license or permission. By using the IMGING Service and uploading, posting or publishing User Content, you grant Loveland 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, consistent with Loveland's Privacy Policy as amended. 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.
  
16. **Digital Millennium Copyright Act.** We will respond to allegations of copyright violations in accordance with the Digital Millennium Copyright Act ("DMCA"). In response to a valid notice (as described below) we will remove any allegedly infringing Images or other content ("Content"). On taking down Content under the DMCA, we will take reasonable steps to contact the provider of the removed Images and Content so that a counter-notification may be filed. On receiving a valid counter-notification, we generally restore the Content in question, unless we receive notice from the notification provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity. Our Privacy Policy does not protect information provided in these notices. We have no obligation to investigate, resolve or adjudicate disputes with respect to alleged infringement, and have no obligation to continue to display any allegedly infringing Content until such disputes are resolved in a court of competent jurisdiction. Each DMCA notice must contain, at minimum, substantially the following information: (i) identification in sufficient detail of the copyrighted work that you believe has been infringed upon (i.e., describe the work that you own), (ii) identification of the Content that you claim is infringing on your copyright; (iii) a reasonably sufficient method of contacting you (telephone number and email address would be preferred); (iv) a statement that you have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent, or by protection of law; and (v) a statement that you swear, under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. A DMCA notice may also include information, if possible, sufficient to permit us to notify the user(s) who posted the content that allegedly contains infringing material. The copyright owner or an individual authorized to act on the owner's behalf must sign the DMCA notice either electronically or manually. You may send such notices to:

Loveland Innovations, Inc.  
c/o General Counsel  
2015 W Grove Pkwy, Ste E  
Pleasant Grove, UT 84062  
Telephone: (385) 498-0800  
Email: [support@lovelandinnovations.com](mailto:support@lovelandinnovations.com)

17. **Disclaimer of Warranties.** THE IMGING SERVICES 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. LOVELAND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO 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. LOVELAND DOES 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 DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. IMGING EXPRESSLY DISCLAIMS ANY AND ALL

WARRANTIES REGARDING OR IN ANY WAY RELATED TO ANY UAV OR MOBILE HARDWARE, UAV OR MOBILE 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 ANY ASSOCIATED HARDWARE.

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 LOVELAND. 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.

IN NO EVENT WILL LOVELAND 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 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 LOVELAND HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

THE AGGREGATE LIABILITY OF LOVELAND 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 THE AMOUNT OF FEES PAID BY YOU TO LOVELAND. 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 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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

18. **Indemnity.** You are responsible for your use of the IMGING Services. You will defend and indemnify Loveland and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the

“IMGING 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 any 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.

19. **Dispute Resolution.** This Terms and any claim, cause of action or dispute (“**Claim**”) arising out of or related to this Agreement shall be governed by the laws of the state of Utah, United States, regardless of your country of origin or where you access the Loveland Service, and notwithstanding any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and Loveland agree that all Claims arising out of or related to this Agreement must be resolved exclusively in the courts located in the State of Utah. You and Loveland agree to submit to the personal jurisdiction of the courts located within the State of Utah – and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts for the purpose of litigating all such Claims. Notwithstanding the above, you agree that Loveland shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
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. **Consent to Electronic Communications.** By using the IMGING Services, 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.
23. **Location Features.** Certain location-enabled functionality made available in the IMGING Services is provided by Google Inc., Apple Inc., and/or other third-party providers. Your use of this functionality may be subject to additional terms and conditions (as amended or updated from time to time), which can be found at [https://www.google.com/intl/en-US\\_US/help/terms\\_maps/](https://www.google.com/intl/en-US_US/help/terms_maps/) and <https://www.apple.com/legal/internet-services/maps/terms-en.html> or other locations as may be provided by specific providers. You must exercise your own judgment as to the appropriateness of the location information. All location-based information is provided entirely AS IS, without warranties of any kind.
24. **Apple Notice.** If you are using the IMGING Services on an iOS device, the terms of this Section apply. You acknowledge that these Terms are between you and Loveland only, not with Apple, and Apple is not responsible

for the IMGING Services or its content. Apple has no obligation to furnish any maintenance or support services with respect to the IMGING Services. If the IMGING 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.

25. **Contact Information.** The Service is offered by Loveland Innovations, Inc., 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. **General Legal Terms.**

- a. **Severability.** If any provision of these Terms is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if a term cannot be so modified, it will be severed and the remaining provisions of these Terms will not be affected in any way.
- b. **Language.** Where Loveland has provided you with a translation of the English language version of these Terms or any document referenced in these Terms, you agree that the translation is provided for your convenience only and that the English language versions of any such document, will control.
- c. **Notice and Service of Process.** We may notify you via postings on the IMGING Services or via the email address associated with your IMGING Account. Loveland accepts service of process by mail or courier at the physical address set forth in Section 21 above. Any notices that you provide without compliance with this section shall have no legal effect.
- d. **No Informal Waivers, Agreements, or Representations.** Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. No representations, statements, consents, waivers or other acts or omissions by any Loveland affiliate shall be deemed legally binding on any Loveland affiliate, unless documented in a physical writing hand signed by a duly appointed officer of Loveland.
- e. **Assignment and Delegation.** You may not assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under Terms, fully or partially without notice to you.
- f. **Modification.** Loveland reserves the right to change or modify these Terms and the terms, conditions and notices under which the IMGING Services are offered, at any time.