# IMGING Terms and Conditions



### **IMGING Subscription**

Each IMGING Elevated License includes one (1) subscription to IMGING allowing the User to complete IMGING inspections during the Term. Each license granted by the subscription is for one User. Customer shall require each of Customer's Users to have unique login credentials and will not allow multiple users to use the same IMGING License or account. Each IMGING Reviewer license is for one User. Each IMGING Reviewer license allows the User to use the IMGING web application to plan jobs and review IMGING data, but does not include any flight or inspection capabilities. Customer acknowledges and agrees that Customer's use of IMGING, together with any representations and warranties regarding IMGING, are subject to Customer's agreement to the terms and conditions of the IMGING End User License Agreement ("EULA"), a copy of which each user will receive and agree to when first accessing IMGING or when the EULA is updated, and a copy of which can be viewed here: www.lovelandinnovations.com/eula/, and Loveland's Privacy Policy. Customer agrees that the IMGING EULA and Privacy Policy may be modified from time to time by Loveland. Customer agrees that all pilots will complete qualified pilot training prior to using IMGING. Notwithstanding anything to the contrary in the EULA or the Privacy Policy, Customer agrees that any information and data collected from Customer's use of IMGING may be shared with GAF, and if so, administered by GAF in accordance with its privacy policy.

#### **IMGING** Measure Reports.

IMGING Measure Reports may be ordered by Customer for each IMGING Scan for which the required images are collected. Each independent residential 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 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 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 Measure Report 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 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 Measure Reports based on the number of facets. Commercial Measure Reports may be priced differently. Customer agrees to purchase the number of IMGING Measure Reports described in the Pricing Schedule. Customer understands and agrees that any pre-purchased IMGING Measure Reports expire at the end of the Term (12 months), and that it will not receive a credit, rollover or refund for any unused IMGING Measure Report. Once Customer has exhausted its purchased Measure Reports, its ability to order additional Measure Reports may be suspended or Customer will be invoiced monthly for any and all IMGING Measure Reports (over and above the pre-purchased IMGING Measure Reports, if any) used during the month at the then current rate. Except with respect to the IMGING Measure Reports already purchased by Customer, you acknowledge and agree that Loveland may change the price for IMGING Measure Reports at any time. Customer acknowledges that IMGING Measure Reports may not be possible for all properties because of FAA flight restrictions or other circumstances preventing safe flight or obstructions restricting certain required images.

## **UAV Equipment.**

Customer is supplying its own UAV equipment and other hardware necessary to perform the IMGING Scans. 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 Customer's use of the UAV equipment, and Customer agrees to hold Loveland harmless from any such injury or damage, including any damage to the equipment. Customer acknowledges that additional equipment may be necessary, including at a minimum an Apple IOS device, to use IMGING.

# **Payment Terms.**

Payment is required in advance by ACH transfer or credit card prior to activation of IMGING account. Customer agrees to pay any and all applicable sales or use taxes and credit card fees. Once Customer has used all prepaid Measure Reports, Loveland will send a report or invoice for all Measure Reports to Customer at least monthly to the email address provided. Customer agrees to pay all monthly or annual Subscription fees and any Measure Reports within 30 days and specifically authorizes Loveland to pay all payments for monthly Subscription fees and Measure Reports by pre-authorized ACH transfer pursuant to a valid ACH Authorization or by credit card charge to credit card on file. Customer acknowledges and agrees that Loveland may change the price for Measure Reports or other services not already purchased by providing 30 days' notice. Customer acknowledges that Customer's access to IMGING, or specific User's access to IMGING, may be suspended or terminated by Loveland if Customer fails to timely pay any invoices, terminates its ACH or credit card authorization or otherwise violates Loveland's policies and procedures. Once Customer's access is suspended or terminated, Customer agrees to pay, in addition to any outstanding invoices, a \$199 access restoration fee for each User, before Loveland will restore access to IMGING. All amounts that are unpaid after their due date will accrue interest at the rate of 1.5% per month (18% per annum) until paid. Customer further agrees to pay any and all costs and expenses of collection, including reasonable attorneys' fees.

#### Term.

The term of this Contract shall be 12 months (the "Term"). Customer understands and agrees that any pre-purchased IMGING Measure Reports expire at the end of the Term and that it will not receive a credit, rollover or refund for any unused IMGING Measure Report. All pricing herein shall expire if not executed and paid by Customer within 10 days of receipt.

#### **Automatic Renewal.**

Unless Customer notifies Loveland otherwise, Loveland will renew Customer's subscription hereunder at the end of the initial Term for an additional annual subscription at the then current price for Customer's existing subscription. Loveland will process the renewal payment pursuant to Customer's existing ACH Authorization or credit card on file.