

DRONE WEB SITE USE AGREEMENT

DRONE, LLC ("Drone") OPERATES AND PROVIDES THIS WEB SITE FOR YOUR USE OF THE DRONE SERVICES VIA THE INTERNET ON THIS WEB SITE. PLEASE READ THIS AGREEMENT CAREFULLY. NO OTHER TERMS APPLY. BY CLICKING THE "I ACCEPT" BUTTON NEXT TO THE WORDS "YES I ACCEPT ALL THE TERMS OF THIS AGREEMENT" BELOW, YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT, INCLUDING ITS REQUIREMENT THAT ALL DISPUTES SHALL BE RESOLVED BY BINDING ARBITRATION. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT YOU WILL NOT BE PERMITTED TO PROCEED WITH USE OF THE SITE.

DRONE reserves the right to modify this Agreement at any time, without giving you prior notice. Modifications to the Agreement will be posted on the Site. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified.

1. TERMS

The word "**You**" "**Your**" or "**Customer**" shall mean the purchaser of the Drone Services; "**Services**" shall mean the direct download via telemetry to the Drone Web Site of the Content (defined in Sec. 3(c) below) and digital images recorded from your Drone digital camera, and the display of your Content to you and your authorized Users, on the Site. "**User**" shall mean an authorized person who can access the Drone Site pursuant to a unique User ID and password. "**Site**" shall mean the Drone web site: <http://www.dronewireless.com>. Customer and Drone are collectively referred to as the "**Parties**".

2. USE

You and your Users may only use this Site with Content from a Drone Remote surveillance System owned by you and with the wireless telemetry services which are provided through this Site. Drone Services are not available for use with any other digital data or pictures. Drone shall use all User information only in accordance with Drone's published Privacy Policy, as amended from time to time.

3. SERVICES

a. Services. Drone agrees to provide Services to Customer consisting of non-exclusive electronic access to a digital information processing, transmission and storage system ("**Server**") to store your Content, and to allow you and your Users to access your Content on the Site. Services may include hosting of your Content, should you purchase hosting.

b. Drone Materials. In connection with performance of the Services, Drone shall provide to Customer certain materials, including, without limitation, a commercially

reasonable secure authentication log-in method for you and your Users, software (in object code or source code form) necessary to access the Site, and software that will deposit cookies on the computers of Users. A cookie is a 'memory' file that may be placed on the hard drive of each User's computer when you visit the Site, and assists Users in access of the Site.

c. Customer Content. Customer, utilizing wireless transmission, shall download digital pictures and images from Customer's Drone digital camera, which may be located in a remote location. Except as provided at Section 4, Customer shall be solely responsible for providing, updating, downloading any and all pictures, images, files, pages, data, works, digital information and/or materials within, displayed or transmitted to, from or through the Site ("**Content**").

4. LICENSE

a. License by Customer. In consideration of Drone's performance of its obligations under this Agreement, for the term of this Agreement, Customer grants to Drone, and Drone accepts from Customer, a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on the Site and via the Internet the Content, solely for the benefit of Customer and each of its authorized Users, and in accordance with this Agreement.

b. License by Drone. In consideration of Customer's performance of its material obligations to Drone expressly set forth in this Agreement, Drone grants to Customer (and its authorized Users), and Customer accepts from Drone, a limited, non-transferable, non-exclusive and royalty free license, for the term of this Agreement, to use the Site, software (source and object code) as provided by Drone in connection with the operation and maintenance of the Site, and Customer's use and access of its Content on the Site. You are not granted a linking license to or from the Site. Each User, each time they access the Site, may be asked to click to accept Drone's usage policy, including an acknowledgement that Drone is not responsible for any of your Content, and a covenant not to try to obtain or misappropriate any of Drone's Intellectual Property Rights.

c. Privacy. It is the policy of Drone to respect User's privacy. Please refer to Drone Privacy Policy regarding the use of your information.

5. INTELLECTUAL PROPERTY RIGHTS

a. Ownership. The trademark "Drone" and any other product names, service names or logos of Drone used, quoted and/or referenced in this Site are trademarks or registered trademarks of Drone, LLC or its affiliates. Other product names and/or company names used in the Site may be protected as their trademarks and/or trade names. You are prohibited from using any of the marks or logos appearing throughout the Site without permission from the trademark owners, except as permitted by applicable law. Drone shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) to its proprietary property and

trademarks in the Site and all legally protectable elements, derivative works, modifications and enhancements thereto, whether or not developed by Drone or any contractor, subcontractor or agent for Drone, rights to use and copy such proprietary information. Nothing in this Agreement or Section 5 (a) shall give Drone any ownership rights in Customer's information or Content.

b. Alterations. Customer shall not alter, modify, change, remove or disable access to all or any portion of the Site or proprietary rights of Drone or other third parties, including any software Drone downloads on the computers of Users (except that upon cancelling the registration of a User, such User shall delete every copy of such software stored on their computers or that was received by them from any source in regards to the Site). Drone reserves the right, in its reasonable discretion, to remove or disable access to all or any portion of the Content stored on the Server or available on the Site with respect to you or any User.

c. Non-Disclosure. Drone agrees to comply with all federal laws and regulations applicable to the gathering, processing, storing, transmitting and dissemination of personal information. Drone will not disclose any personal information about Customer or its Users, information in connection with Customer's use of the Services or Content, without Customer's prior written consent, unless such action: (i) is required by law or regulation; (ii) is in response to a valid order of a court or other governmental body, or subpoena; or (iii) is with written permission of Customer, in compliance with any terms or conditions set by Customer regarding such disclosure. Notwithstanding the foregoing, Drone shall have NO responsibility to monitor or review Content downloaded to the Site, nor shall Drone have any obligation or duty not to monitor or not review Content downloaded to the Site by Customer.

6. DRONE SERVICES, TERMS AND OBLIGATIONS

a. Availability of Services. Subject to the terms and conditions of this Agreement, Drone shall use commercially reasonable efforts to provide the Services twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer agrees that from time to time the Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Drone may undertake from time to time; or (iii) causes beyond the control of Drone or which are not reasonably foreseeable by Drone, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "**Downtime**"). To the extent possible, Drone shall provide advance notice to Customer in the event of any scheduled Downtime, and such notice shall be posted on the Site. Drone shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Downtime, whether scheduled or not. In the event of any Downtime, which exceed ten (10) continuous days, Customer shall be entitled to a pro rata reduction of any payments due and payable to Drone for such period of Downtime.

b. Backups. Drone shall not provide You with any copies of Content, including for the purposes of backup, disaster recovery, nor will of Content be archived for future retrieval by you or your User's. It is your sole responsibility to download any Content which you wish to keep. In the event of a disruption of Services outside of the control of Drone, it is possible that Content may be permanently lost or damaged.

c. Security. Drone shall operate and maintain its Servers in good working order with access restricted to employees or third party contractors of Drone as needed for maintenance of the Site; and the Site shall be available to Users specifically designated by Customer, by a secure login process, and by employees or contractors of Drone. Customer is responsible for maintaining the confidentiality of the identification and log in information of its Users, and for restricting access to its Content. Drone shall undertake and perform to ensure that the Site and its Servers shall have, without limitation, industry standard: (i) firewall protection; (ii) maintenance of the Site; and (iii) protection from any network attack and other malicious harmful or disabling data, work, code or programs. Drone cannot and does not guarantee or warrant that pictures, images, files and data available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

7. CUSTOMER AND USER CONDUCT

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to attempt to access any third party pictures or images that are not intended for you or your Users, or to attempt to access or download others subscriber's content (not your Content). You agree that the only Content on the Site shall be pictures and images obtained from your Drone Remote Surveillance System, lawfully used in accordance with the registration agreement that accompanied the camera. You agree not to use the Site in any manner that might interfere with the rights of third parties. You agree to accept sole responsibility for any pictures or images which may depict or constitute a violation of any law, criminal act, or act which interferes with the rights or personal safety of third parties. You agree that Drone is not responsible for monitoring the images downloaded to your Content, and has no responsibility to report or not to report to you, or any entity, the nature of pictures and images downloaded to your Content. Notwithstanding the foregoing, you agree and understand that if during the operation and maintenance of the Site, Drone becomes aware of Content which it believes constitutes a violation of any law, Drone will cooperate with, and comply with the directive of any law enforcement agency, governmental authority, law, regulation or statute applicable. Customer expressly waives any claim it may have against Drone for such disclosure or nondisclosure regarding its Content. You agree to use the Drone digital camera only on property owned by you, or on property where you have the express permission of the legal owner to take pictures and download pictures and images of the property or persons on the property. You understand and agree that pictures and images depicting individuals or activities of third parties may constitute an invasion of privacy, tort, trespass or other causes of action, if such pictures and images are made without notice or permission, which is your sole responsibility. You understand that you may have

legal responsibilities to report certain activities to regulatory agencies, governmental and law enforcement agencies, which may be depicted in your pictures and downloaded to your Content on the Site (i. e. activities involving minors or endangered species). Drone assumes no responsibility or liability for the pictures and images downloaded and depicted in your Content of persons, places, property or acts and further, you agree to accept full responsibility and sole liability for the images downloaded of persons, places, property or acts depicted in your Content, EVEN IF DRONE MAY BE AWARE OF SUCH PICTURES AND IMAGES.

8. DISCLAIMER OF WARRANTIES

EXCEPT AS SET FORTH IN THIS AGREEMENT, DRONE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE OR CUSTOMERS ABILITY TO ACCESS ITS CONTENT. DRONE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE OR THE SERVICE, AND ANY PRODUCT OR SERVICE FURNISHED BY OR TO BE FURNISHED VIA THE SITE, SUCH AS WIRELESS TRANSMISSION. DRONE DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. DRONE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE SERVICE, AND THE SITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL DRONE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR CUSTOMERS CONTENT; (II) ARISING FROM CUSTOMER OR USERS CONDUCT OR IN VIOLATION OF SECTION SEVEN (7) OF THIS AGREEMENT; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE, AND/OR THE CUSTOMER CONTENT; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DOWNLOADS, OR CONTENT; OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR YOUR CUSTOMER CONTENT, EVEN IF DRONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE OR THE SERVICE, OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, DRONE'S

TOTAL LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$500.00.

10. INDEMNIFICATION

You understand and agree that you are personally responsible for you and your Users behavior and conduct on the Site, and with respect to all images captured by your Drone camera. You agree to indemnify, defend and hold harmless Drone, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers to the Service, from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential exemplary and indirect damages), and reasonable attorney fees, resulting from or arising out of either Customers (i) use, misuse, or inability to use the Site, the Service or the Content; (ii) any violation by you or your Users of this Agreement; (iii) violation of any law; (iv) any charges due or owing resulting from the telemetry wireless provider; or (v) relating to any allegation that Customer or the Content infringes a third person's patent, copyright or trademark right, or misappropriates a third person's trade secrets or other proprietary right.

11. HOSTING

Hosting of your Content on the Drone Servers is an available option for additional fees. In the event such Services are selected and purchased by you, it is your responsibility to download and make back-up copies of Content. Drone will provide Server space for your Content for the time period you select and pay.

12. WIRELESS PROVIDER

Drone has chosen Verizon to provide the wireless transmission of your Content from your Drone camera to the Website. The wireless provider may change in the future, and Drone will notify you of such change. You are responsible for payment of all charges associated with your Content which is transmitted to the Site by Verizon for the minimum commitment which you select, even if you terminate this Agreement, or the billing comes after your termination date. You have the option of purchasing such wireless services in either three (3) months, six (6) months, or twelve (12) months commitments. Once you select a commitment time period, you are responsible for all wireless fees for that commitment time period, whether you use the Services or not. If you select the three (3) or six (6) month option, Drone will require payment for wireless services three months in advance. Any additional wireless charges or fees associated with your usage of the wireless services will be charged to your credit card, or billed to you in arrears. If you select the twelve (12) month commitment option, Drone will require the first three (3) months payment in advance, and then shall make arrangements with you for monthly billing to a credit card.

13. PAYMENT TERMS

a. Customer shall pay Drone for the Services, hosting and license hereunder the amounts set forth at <http://www.dronewireless.com>, in addition to all charges and expenses incurred by Drone as a result of your usage of the Services or Site, including your wireless provider agreement. Drone

Unless otherwise indicated (as in Section 12), the purchase price of Services will be billed a minimum of three (3) months in advance, with options for monthly pre-authorization billing to your credit card thereafter. Drone accepts Mastercard, Visa, American Express and Discover, and uses Merchant e-Solutions as the processing agent. Drone does not accept cash, COD, purchase orders, or personal checks unless specific and written arrangements have been made for such business sales. Drone payment terms are subject to change without notice at Drone's sole discretion. For Site orders we confirm the price of a Service as part of our order processing procedures. In the event that a credit card which you have provided is rejected by the issuing bank, and payment is not made by a new credit card or by corrected information upon request and within five (5) days, you will be locked out of the Site until payment has been made. You remain liable and are still responsible for all charges incurred by you on the Site, including the wireless fees, even if you are locked out of the Site due to non-payment. Any charge back fees or processing fees which are incurred due to your credit cards will be billed to you.

b. Taxes. You are responsible for all applicable taxes, duties and levies of any governmental entity, which are incurred as a result of your usage of the Drone Services, Site, and wireless provider charges. All such amounts shall be due and owing in addition to amounts described under Section 13 (a) above.

c. Invoices. Drone will invoice any additional fees and expenses via electronic transmission, and will not mail copies of invoices. Customer agrees that amounts of all properly payable invoices shall be due and payable by pre-authorized charge to a credit card provided by Customer, within ten (10) days of issuance of the invoice. In the event on nonpayment, Drone may, at its sole discretion, discontinue your Services, without notice.

14. TERM AND TERMINATION

a. Term. This Agreement shall become effective upon your acceptance of all the terms of this Agreement, as reflected by clicking the "I Accept" button next to the words "Yes, I accept all the terms of this Agreement" at the bottom of this Agreement. Either Party may terminate this Agreement at any time upon prior written notice to the other Party.

b. Termination. This Agreement may be terminated: (i) by Customer upon fifteen (15) days written notice to Drone; (ii) by Drone for any reason or no reason at all with ten (10) days written notice; (iii) by Drone at any time upon nonpayment by you. Termination of this Agreement does not relieve you of your obligations to pay all

amounts due to Drone up until the date of termination, even if the wireless provider expenses are invoiced after termination of the Agreement.

c. Payment Upon Termination. In the event this Agreement is terminated, Customer shall pay Drone for all Services, expenses incurred by Drone, and the wireless provider, up to the date of termination. Such payment is due and payable upon Drone's submission to Customer of: (i) a properly payable invoice; and (ii) a detailed record that documents the extent to which performance of Services was completed through such date of termination.

15. CONFIDENTIAL INFORMATION

Drone may provide to Customer certain proprietary, trade secret, business or technical information of Drone or third persons in connection with Drone's performance of the Services ("**Confidential Information**"). Confidential Information shall be clearly marked and designated as "Confidential." Customer shall retain Drone's Confidential Information in the strictest confidence and shall not disclose such Confidential Information to any person, third party, contractor, agent, assign, company, machine, or other person or entity without Drone's express written consent. Customer agrees that, notwithstanding any other provision of this Agreement, Drone shall be entitled to seek equitable relief, with a waiver of bond, to protect its interests, including but not limited to preliminary and permanent injunctive relief, as well as money damages. Nothing stated herein shall be construed to limit any other remedies available to the parties.

16. PUBLICITY

Neither Party may use the Site or Content, including, without limitation, any trade or service mark, trade name or domain name of the other Party, in advertising or publicity on or via any media.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas (without regard to its conflict of laws doctrine). This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

18. DISPUTE RESOLUTION

All disputes under this Agreement shall be finally and exclusively resolved by binding arbitration pursuant to the rules of the CPR Institute for Dispute Resolution ("CPR") for non-administered commercial arbitration (the "Rules") in accordance with the terms hereof, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code). Each Party irrevocably submits to the jurisdiction of the arbitral tribunal appointed according to the Rules with respect to any Dispute, including any award rendered pursuant to this Agreement, and the Parties expressly waive any

defense in such action based on lack of personal jurisdiction, improper venue or forum nonconveniens. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration shall be conducted in English in Dallas, Texas, unless otherwise agreed by the Parties.

19. GENERAL

a. Independent Contractors. The Parties and their respective personnel, are and shall be independent contractors and neither Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

b. Assignment. Customer may not assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement. Drone may freely assign this Agreement.

c. Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

d. Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

e. Notice. All notices shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile or e-mail confirmed by call back. All notices shall be directed to the Parties to such address as designated by the Parties on the Site.

f. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 2, 4, 5, 7, 8, 9, 10, 12, 14, 16, 17 and 18 shall survive any termination or expiration hereof.

20. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.