

TERMS AND CONDITIONS

1. SCOPE OF SERVICES

1.1. **Parties.** These Terms and Conditions govern the relationship between Aerial Coverage, LLC, a Michigan limited liability company with its principal place of business at 945 S. Rochester Rd, Suite 102, Rochester Hills, MI 48307 (“**Aerial COV**”) and the Client (as defined on the attached Proposal) for the purposes of the services described on the attached Proposal (“**Proposal**”).

1.2. **Proposal.** Aerial COV agrees to provide the Client with the services described on the attached Proposal (collectively, the “**Services**”). These Terms and Conditions, in conjunction with the terms of the Proposal, will govern Aerial COV’s execution of the Services.

2. TERM AND DEPOSIT

2.1. **Term.** These Terms and Conditions will remain in effect until terminated by either party as provided in Section 3 or 4 of these Terms and Conditions. The Proposal will remain in effect until it has expired on its own terms or the Services described therein have been completed.

2.2. **Deposit.** Upon the execution of the Proposal, the Client will provide Aerial COV with the deposit identified in the Proposal.

3. WEATHER CONDITIONS

3.1. **Weather-Related Cancellation.** The Client acknowledges that Aerial COV may be unable to provide the Services and operate its aerial equipment in certain weather conditions. Aerial COV will be deemed unable to provide the Services if:

3.1.1. Aerial COV’s pilot-in-command deems it unsafe to fly due to prevailing weather conditions; or

3.1.2. The Client or its representative directs Aerial COV that the weather conditions are not suitable for performance of the Services as specified in the Proposal.

3.2. **Rescheduling After Pilot Cancellation Due to Weather.** In the event of a weather-related cancellation by the pilot-in-command as described in Section 3.1.1, Aerial COV will make reasonable efforts to perform the Services within ten (10) business days.

3.3. **Rescheduling After Client Cancellation Due to Weather.** In the event of a weather-related cancellation

by Client as described in Section 3.1.2, the Client will pay a fee of one hundred fifty dollars (\$150) to reschedule the Services for another day and time, subject to Aerial COV’s availability and approval.

4. CANCELLATION AND RESCHEDULING

4.1. **Cancellation by the Client.** If the Client cancels the Services more than forty-eight (48) hours prior to the first date of Services as specified in the Proposal, Aerial COV will return to the Client within ten (10) business days any deposit paid pursuant to Section 2.2 of these Terms and Conditions. If the Client cancels the Services within forty-eight (48) hours prior to the first date of Services as specified in the Proposal, Aerial COV will retain and not return to the Client any deposit paid pursuant to Section 2.2 of these Terms and Conditions.

4.2. **Rescheduling by the Client.** If the Client would like to reschedule the Services and notifies Aerial COV more than forty-eight (48) hours prior to the first date of Services as specified in the Proposal, Aerial COV will make reasonable efforts to reschedule the Services for a date within ten (10) days of the original date provided in the Proposal at no additional charge. If the Client would like to reschedule the Services and notifies Aerial COV within forty-eight (48) hours from the first date of Services as specified in the Proposal, Aerial COV will charge the Client an additional fee of one hundred fifty dollars (\$150) and will make reasonable efforts to reschedule the Services within ten (10) days of the original date provided in the Proposal.

4.3. **Cancellation by Aerial COV.** Aerial COV may cancel the Services by notifying the Client in writing at any time prior to the first date of Services as specified in the Proposal. Aerial COV will return any deposit paid by the Client within ten (10) business days from the date of cancellation.

5. EXPENSES AND PAYMENT

5.1. **Reimbursed Expenses.** Client agrees to reimburse Aerial COV for all reasonable out-of-pocket expenses, including, but not limited to, travel and lodging expenses incurred by Aerial COV in connection with the performance of Services.

5.2. **Payment.** Client agrees to pay Aerial COV as described in the Proposal and on any resulting invoices.

5.3. **Equipment.** Equipment can malfunction or become damaged at any time. In the event any equipment malfunctions or otherwise becomes

damaged or inoperable at the time of the Services, the Client agrees to provide full payment for the Services provided, but is not responsible for payment for any Services that cannot be completed due to such malfunction.

6. **PRIVACY AND COPYRIGHT**

6.1. **Privacy.** It is the Client's sole responsibility to obtain privacy and property releases from any person or property that is the subject of the Services. The Client will indemnify, defend, and hold harmless Aerial COV for any claims related to or arising out of the Client not securing the proper releases, including, but not limited to, any claims of invasion of privacy, trespass, or other privacy claim related to or arising out of the Services. Aerial COV accepts no liability, and Client is solely responsible, for the Client's use of supplied Services without obtaining the necessary releases.

6.2. **Intellectual Property.** Client agrees that Aerial COV owns all video footage, still imagery, and other data collected by Aerial COV in the course of conducting the Services (collectively, the "Images"), including all copyright and other intellectual property rights in the Images. Client has no rights in the Images until Aerial COV receives payment in full for the Services. Conditioned upon Aerial COV's receipt of payment in full for the Services, Client is hereby granted a non-exclusive, perpetual, irrevocable, and royalty-free license to reproduce, distribute, make derivatives of, display, or otherwise make use of the Images. Client acknowledges that Aerial COV retains ownership in the Images and the right to make any use of the Images it chooses (including as an indicator of source for Aerial COV's goods and services), and to license such rights to third parties on a non-exclusive basis. Client agrees to indemnify, defend, and hold harmless Aerial COV against any claim of intellectual property infringement (whether direct, indirect, vicarious, or otherwise) stemming from or related in any way to the Images, including, but not limited to, claims of copyright infringement; infringement of trademark, service mark, or trade dress; dilution; unfair competition; misappropriation of likeness; right of publicity violations; trade secret violations; and patent infringement.

7. **WARRANTIES AND LIMITATION OF LIABILITY**

Some states do not allow the exclusion or limitation of damages, or limitations on how long an implied warranty lasts, so the below limitations may not apply.

7.1. **Warranties.** AERIAL COV EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF

MERCHANTABILITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE.

7.2. **Disclaimer.** IN NO EVENT WILL AERIAL COV BE LIABLE TO CLIENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR LOSS OF PROFITS OR REVENUES, OR ANY INDIRECT, DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES, WITHOUT LIMITATION, WITH RESPECT TO THE SERVICES DESCRIBED UNDER THESE TERMS AND CONDITIONS.

7.3. **Limitation.** AERIAL COV'S LIABILITY TO CLIENT FOR ANY DIRECT DAMAGES UNDER THESE TERMS AND CONDITIONS WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT FOR THE SERVICES GIVING RISE TO THE CLAIM FOR DAMAGES.

8. **CONFIDENTIALITY**

8.1. **Defined.** As used in this Section 8, "Confidential Information" means and includes information in oral or tangible form regarding either party's business, operations or activities that is not publicly available and that reasonably ought to be considered confidential from its nature or from the circumstances surrounding its disclosure.

8.2. **Nondisclosure.** Except as otherwise provided in these Terms and Conditions, each party agrees that it will not use or disclose to any third party any Confidential Information of the other party for any reason, except to its employees who require such knowledge in the ordinary course of their employment and as necessary for Aerial COV to provide the Services to the Client.

9. **GENERAL TERMS AND CONDITIONS**

9.1. **Independent Contractor.** Aerial COV is an independent contractor and nothing in these Terms and Conditions will be deemed to make Aerial COV an agent, employee or joint venturer of Client.

9.2. **Waiver.** No provision of these Terms and Conditions will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent to or waiver of a breach of the other party, whether express or implied, will not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

9.3. **Binding Effect.** These Terms and Conditions will be binding upon and inure to the benefit of Aerial COV and the Client and their respective legal representatives, successors and assigns.

9.4. **Severability.** If any provision of these Terms and Conditions will be prohibited or unenforceable by any applicable law, the provision will be ineffective only to the extent and for the duration of the prohibition or unenforceability, without invalidating any of the remaining provisions.

9.5. **Governing Law.** These Terms and Conditions will be governed by and interpreted according to the laws of the State of Michigan, without reference to law pertaining to choice of laws or conflict of laws. Any legal suit, action, or proceeding arising out of or based upon these Terms and Conditions, the Proposal, or the Services will be brought in the courts of the State of Michigan, County of Oakland, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Michigan.

9.6. **Entire Agreement.** These Terms and Conditions, including all Proposals, constitute the entire agreement between Aerial COV and Client with respect to the subject matter of this agreement and supersede all earlier agreements and understandings, oral and written, between the parties. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in these Terms and Conditions will affect, or be used to interpret, change or restrict, the express terms and provisions of these Terms and Conditions. The terms and conditions of any purchase order or other instrument issued by Client that are in addition to or inconsistent with these Terms and Conditions will be of no effect and will not be binding on Aerial COV.

AERIAL COV

By: _____
(Signature)

(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Position)

Date: _____

(Type or Print Client's Name)

By: _____
(Signature)

(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Position)

Date: _____

