

# XEO AIR, INC. CLIENT AGREEMENT

## TERMS AND CONDITIONS

### 1. Contractual Relationship

These Terms of Use ("*Terms*") govern the access or use by you, an individual, from within the United States and its territories of applications, websites, content, products, and services (the "*Services*") made available by Xeo Air, Inc., a Georgia corporation ("Xeo Air") established in USA, having its offices at 2107 N. Decatur Rd. #435, Decatur, GA 30033

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Xeo Air. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Xeo Air may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Xeo Air may amend the Terms related to the Services from time to time. Amendments will be effective upon Xeo Air posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of information in connection with the Services is as provided in Xeo Air, Inc. Privacy Policy (attached). Xeo Air may provide to the FAA, insurance claims processor or any other governing agency, any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider and such information or data is necessary to resolve the complaint, dispute or conflict.

### 2. The Services

The Services constitute a technology platform that enables users of Xeo Air mobile or web applications provided as part of the Services (each, an "*Application*") to arrange and schedule drone pilot services with independent third party providers of such services under agreement with Xeo Air or certain of Xeo Air affiliates ("*Third Party Providers*"). Unless otherwise agreed by Xeo Air in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT XEO AIR DOES NOT PROVIDE DRONE/AERIAL PILOT SERVICES OR FUNCTION AS A DRONE/AERIAL PILOT CARRIER AND THAT ALL SUCH DRONE/AERIAL SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY XEO AIR OR ANY OF ITS AFFILIATES.

**License.**

Subject to your compliance with these Terms, Xeo Air grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Xeo Air.

**Restrictions.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Xeo Air; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

**Provision of the Services.**

You acknowledge that portions of the Services may be made available under Xeo Air's various brands or request options associated with drone/aerial services, including the pilot request. b

**Third Party Services and Content.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that Xeo Air does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Xeo Air does not endorse such third party services and content and in no event shall Xeo Air be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

**Ownership.**

The Services and all rights therein are and shall remain Xeo Air property or the property of Xeo Air licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Xeo Air company names, logos, product and service names, trademarks or services marks or those of Xeo Air licensors.

### 3. Your Use of the Services

#### **User Accounts.**

In order to use most aspects of the Services, you must register for and maintain an active personal or corporate user Services account (“*Account*”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Xeo Air certain personal or corporate information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Xeo Air termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Xeo Air in writing, you may only possess one Account.

#### **User Requirements and Conduct.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive drone/aerial pilot services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (*e.g.*, no surveillance or other unlawful aerial viewing/footage). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity. You will be required to sign a “Property Access” agreement in the event that service providers are asked for property access approval by local law enforcement.

#### **Text Messaging.**

By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Xeo Air at any time contacting us at [info@xeoair.com](mailto:info@xeoair.com). You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

#### **User Provided Content.**

Xeo Air may, in its sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Xeo Air through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (“*User Content*”). Any User Content provided by you remains your property. However, by providing User Content to Xeo Air, you grant Xeo Air a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Xeo Air business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Xeo Air the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Xeo Air use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Xeo Air in its sole discretion, whether or not such material may be protected by law. Xeo Air may, but shall not be obligated to, review, monitor, or remove User Content, at its sole discretion and at any time and for any reason, without notice to you.

#### **Network Access and Devices.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Xeo Air does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### **4. Payment**

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, Xeo Air will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent on the date that the data is uploaded for your access via third party data management service. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Xeo Air. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Xeo Air will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due on data delivery date and payment will be facilitated by Xeo Air using the preferred payment method designated in your Account, after which Xeo Air will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Xeo Air may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and Xeo Air, Xeo Air reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in its sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Xeo Air will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Xeo Air may from time to time provide certain users with promotional offers and discounts that may result in

different amounts charged for the same or similar services or goods obtained through the use of the service. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided.

#### **Inability to Access Property for Inspection.**

You shall be responsible for the cost to the Third Party Provider in the event that access to the property for inspection is denied or inaccessible. In Xeo Air's reasonable discretion, Xeo Air reserves the right to facilitate payment for the reasonable cost of such time on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Xeo Air to the applicable Third Party Provider and are non-refundable. Mission can be rescheduled per resolution to property access at a time that is available by Third Party Providers.

#### **Inability to Conduct Mission due to Weather or Other FAA Related Obstructions**

In the event that your mission is halted or delayed due to inclement weather per the discretion of the Third Party Provider using standard aviation forecasting tools or FAA restrictions, the mission will be rescheduled to a later time that is more conducive to safe flight operations. In addition, if the FAA issues flight restrictions due to standard operating national airspace procedures, the mission will be rescheduled within a reasonable time based on when those restrictions have been lifted or released.

#### **Mission Wavers**

In the event that your mission requires a waiver from the FAA for flight operations outside of standard allowable hours of flight, line of sight or other special requirement, Xeo Air will manage the FAA approval process and notify you of the specific details, possible modifications and/or decisions by the FAA or local municipal ordinances. As the client you must provide specific details of your mission so that the proper parameters can be submitted for approval. This process can take up to 90 days for approval.

### **5. Disclaimers; Limitation of Liability; Indemnity.**

#### **DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." XEO AIR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, XEO AIR MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. XEO AIR DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. XEO AIR REQUIRES THIRD PARTY PROVIDERS TO POSSESS A MINIMUM \$1MM IN UAV INSURANCE FOR LIABILITY, CURRENT FAA SUAV CERTIFICATION AND VALID IDENTIFICATION.

## LIMITATION OF LIABILITY.

XEO AIR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF XEO AIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. XEO AIR SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF XEO AIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. XEO AIR SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND XEO AIR'S REASONABLE CONTROL. IN NO EVENT SHALL XEO AIR TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED DOLLARS (\$500).

XEO AIR SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE DRONE/AERIAL SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT XEO AIR HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO THESE SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. XEO AIR WILL TAKE DETAILS OF ANY ACCIDENT CAUSED TO PERSON OR PROPERTY (GREATER THAN \$400) FOR SUBMISSION TO THE FAA IN AN OFFICIAL ACCIDENT REPORT. THE THIRD PARTY PROVIDER IS RESPONSIBLE TO ADMINISTER THEIR PRIVATE INSURANCE AND THE STANDARD PROTOCOL TO SUBMIT SUCH DOCUMENTS FOR CLAIM.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

## **Indemnity.**

You agree to indemnify and hold Xeo Air and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Xeo Air's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

## 6. Governing Law; Arbitration.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of the State of Georgia, excluding its rules on conflicts of laws. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "*Dispute*") shall be first mandatorily submitted to mediation proceedings under the specific Mediation Rules ("*ICC Mediation Rules*"). If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration. The mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration

proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

## 7. Other Provisions

### **Claims of Copyright Infringement.**

Claims of copyright infringement should be sent to Xeo Air's designated agent. Please visit Xeo Air's web page at [www.xeoair.com](http://www.xeoair.com) for the designated address and additional information.

### **Notice.**

Xeo Air may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Xeo Air by written communication to Xeo Air, Inc., with address at 2107 N. Decatur Rd. #435, Decatur, GA 30033.

### **General.**

You may not assign or transfer these Terms in whole or in part without Xeo Air's prior written approval. You give your approval to Xeo Air for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Xeo Air equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Xeo Air or any Third Party Provider as a result of the contract between you and Xeo Air or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."