



Subscription Order Form

Customer: Hidalgo County Precinct 2	
Primary Contacts: Name: Robert Garcia Phone: 956-460-7285 Email: roberto.garcia1@co.hidalgo.tx.us Address: 100 N. Closner Edinburg, Texas 78539	Billing Contact: Name: Esther Perez Phone: 956-787-1891 Ext. 2027 Email: esther.perez@co.hidalgo.tx.us Address: 100 N. Closner Edinburg, Texas 78539
Subscription: DroneDeploy Business Annual	Total Subscription Fee: \$2,999
Subscription Term: This subscription is valid for 12 months from the effective date. This Agreement is effective on the date it is signed by both parties (the "Effective Date")	Payment Terms: net30

Pricing Schedule

Product	Quantity	Unit Price	Total Price
DroneDeploy Business Annual	1	\$2,999	\$2,999
Total Fees Due			\$2,999

Order form valid until **September 18, 2017**

This Subscription Order is subject to Terms of Service, which are available at <http://support.dronedeploy.com/docs/terms-of-service>. In the event of a conflict between this Services Agreement and the Terms of Service, this Services Agreement will supersede.

DroneDeploy

Signature: _____

Name: _____

Title: _____

Date: _____

Hidalgo County Precinct 2

Signature: _____

Name: _____

Title: _____

Date: _____

Terms of Service

Last Updated: February 29, 2016

(view archived versions at <http://support.dronedeploy.com/docs/tos-archives>)

SUGGEST EDITS

**Attention Co-pilots users; your use of a Co-pilot is subject to the Terms of Service that you agreed to upon activation of your Co-pilot: <http://support.dronedeploy.com/docs/tos-co-pilot-users>.*

Acknowledgement and Acceptance of Terms

Thank you for using our products and services. Infatics, Inc., doing business as DroneDeploy (“DroneDeploy”, “us”, or “we”), provides www.dronedeploy.com (the “Site”), and the other websites under the dronedeploy.com domain (collectively, the “Sites”) and our SaaS application integration platform, tools, mobile applications and related services (together with the Sites, the “Service”) subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms” or the “Agreement”). By using the Service or accessing the Sites, you agree to the Terms of Service and the Privacy Policy, available at <http://support.dronedeploy.com/docs/privacy-policy>, which is incorporated herein by reference.

If you do not agree, do not use the Service.

We reserve the right to change the Terms of Service from time to time. You acknowledge and agree that it is your responsibility to review the Terms of Service periodically to learn of any modifications. Your continued access or use of the Services after such posting constitutes your consent to be bound by the modified Terms of Service.

License

Subject to your compliance with these Terms, DroneDeploy 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 DroneDeploy and DroneDeploy’s licensors.

Open Source and Other Third Party Software

The Software may contain or be accompanied by software code provided by third parties (“Third Party Software”) that is subject to separate license terms (the “Third Party Terms”), and not any license contained in these Terms. Your use of the Third Party Software in conjunction with the Service in a manner consistent with the Terms is permitted. However, you may have broader 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. You can find certain required notices and other information regarding Third Party Software at <http://support.dronedeploy.com/docs/third-party-software>.

Eligibility

You must be at least 18 years of age to use the Service. By agreeing to these Terms, you represent and warrant to us that:

- (a) you are at least 18 years old;
- (b) you have not previously been suspended or removed from the Service;
- (c) you are not a member of any military or armed forces organization;
- (d) you have not previously been convicted of a crime or violated any FAA or other aviation regulation; and
- (e) your registration and your use of the Service is in compliance with all applicable laws and regulations.

If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

User Responsibility

You are solely responsible for ensuring that you comply with all applicable legal requirements for the operation of any aircraft, including any requirement that you detect and avoid other aircrafts. You must at all times comply with all applicable local, state, national, and international laws and regulations related to the operation of unmanned aerial devices and your use of the Service in your territory of operation, including any applicable laws with regard to privacy. You will obtain and maintain all necessary licenses, consent, and authorizations of any kind.

Your Privacy Responsibilities

You understand that by using the Service, you are given access to drone imagery for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms. You are solely responsible for your own User Content and the consequences of posting your User Content on the Service, including your use of the Service that results in a violation of any individual's or organization's privacy rights.

Termination

You agree that we may, at any time, and at our sole discretion, terminate your account or suspend or prohibit your access to the Service without prior notice to you for violating any of the Terms of Service or for any other reason whatsoever. Upon termination of your use of the Service, you continue to be bound by this Agreement.

You may terminate your account at any time by contacting customer service at support@dronedeploy.com. If you terminate your account, you remain obligated to pay all outstanding fees, if any, relating to your use of the Service incurred prior to termination.

Account Information

Accounts and Registration

In order to use the Service, you must register for an account. You agree that the information you provide to us when registering is accurate and that you will keep it accurate and up-to-date at all times. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at support@dronedeploy.com.

Ownership; Proprietary Rights

The Service is owned and operated by DroneDeploy. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("Materials") provided by DroneDeploy are protected by intellectual property and other laws. Except as expressly authorized by DroneDeploy, you may not make use of the Materials. In addition, we will own any and all right, title, and interest in and to any feedback, suggestions, information, or materials you convey to us related to the Service in connection with your use of the Service ("Feedback"). You hereby assign to DroneDeploy all right, title, and interest in such Feedback.

Billing and Payment

Access to the Service requires you to purchase a subscription and to pay our automatically recurring monthly or annually access fees. Access to certain features of the Service may require you to pay additional fees.

All paid plans must enter a valid payment account. Free accounts are not required to provide payment account information. An upgrade from the free plan to any paying plan will trigger a bill. For monthly payment plans, the Service is billed automatically in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

More information about Billing and Payment are available at <http://support.dronedeploy.com/docs/payment>.

User Content

User Content Generally

Certain features of the Service may permit users to generate or post content, including messages, reviews, video, maps, models, folders, data, text, photographs, images, and data gathered by a Drone or Device, (collectively, "User Content"). You retain copyright and any other proprietary rights that you may hold in the User Content that you post to the Service.

User Content License Grant

To reiterate from the paragraph above, you own all of the User Content you post or submit on the Service. By using the Service, you grant DroneDeploy a non-exclusive, irrevocable, fully paid and royalty-free, transferable, sublicensable, worldwide license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your User Content. [For example, we need these rights in order to process, store and display your data so you can view it on dronedeploy.com and in the app, as well as to provide you support.] By publicly sharing User Content, you hereby grant to other users of the Service a non-exclusive license to access and use such User Content as permitted by these Terms and the functionality of the Service.

Third-Party Services

DroneDeploy may provide tools through the Service that enable you to export information, including User Content, to third party services (such as Twitter). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not

under our control, and we are not responsible for any third party service's use of your exported information.

User Content Representations and Warranties

You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting and publishing User Content, you represent, and warrant that: you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize Drone Deploy and users of the Service to use and distribute your User Content; and your User Content, and the use thereof as contemplated herein, does not and will not: (i) infringe any third-party right, including any intellectual property, privacy or proprietary right; or (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person.

User Content Disclaimer

We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. DroneDeploy may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Drone Deploy with respect to User Content.

Disclaimers; Limitation of Liability; Indemnity

Disclaimer

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." DRONEDEPLOY 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, DRONEDEPLOY 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.

Limitation of Liability

IN NO EVENT WILL DRONEDEPLOY BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING

SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, EVEN IF DRONEDEPLOY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DRONEDEPLOY'S TOTAL LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO DRONEDEPLOY BY YOU UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

Indemnity

You agree to defend, indemnify, and hold us and our Affiliates harmless from and against any demands, loss, liability, claims or expenses (including attorneys' fees) made against us by any third party due to or arising out of your use of the Service.

Force Majeure

DroneDeploy will not be liable for any failure or delay in the availability of the Service or any other performance of its obligations under these Terms on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause that is beyond DroneDeploy's reasonable control, including any failure of wireless cellular services provided by any third party in connection with your use of the Service.

Dispute Resolution

These Terms provide that all disputes between you and DroneDeploy will be resolved by BINDING ARBITRATION. You agree to give up your right to go to court to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a neutral arbitrator and not a judge or jury, and your claims cannot be brought as a class action. Please review our Dispute Resolution policy available at <http://support.dronedeploy.com/docs/dispute-resolution> for the details regarding your agreement to arbitrate any disputes with DroneDeploy.

Contact Us

If you have questions about this Agreement or about DroneDeploy, please contact us by email at support@dronedeploy.com, or at:

DroneDeploy
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