

This Service Agreement (the “Agreement”) is between ICLIX LLC, the UAV Service and Media Processing Professionals, and the “Client” (collectively the “Parties”) and sets forth the legally binding terms for the Client’s use of ICLIX LLC’s services.

The Parties unconditionally accept and agree to all Terms as follows:

1. SERVICES / SESSIONS:

- a)** ICLIX LLC may designate and assign verified Unmanned Aerial Vehicle (UAV) Service Professionals (the “UAV Pro”) to perform the UAV Pro Service (the “Services”) and Media Professionals (the “Media Pro”) to perform the Media Processing Services as described by the Persons or Business ordering the Services (the “Client”), and accepted by the Pros, to be executed at the given date, time (or range) and locations (individually referred to as the “Pro Session”, collectively referred to as the “UAV Project”).
- b)** UAV Pro Sessions begin upon arrival of the UAV Pro to the UAV Session’s primary location or site, and terminates upon departure from any (final) location. UAV Pro Sessions may be scheduled and performed as fixed cost, hourly rate, no fee, or any mix thereof. For some UAV Projects, multiple UAV Pro Sessions may be needed and agreed to by all Parties. Media Pro Sessions begin upon import of raw media for processing, and terminate upon saving of completed Media deliverables for the Client. Multiple Media Pro Sessions may be desired and ordered by the Client at any or later times, and as results deserve.
- c)** Before Services begin: UAV Pros must complete this Service agreement, fully signed and dated by all Parties. The Client should be provided an online **(or completed, printed, signed, dated document in person)* “UAV Project Outline” and/or “Pro Session Outline”. **The UAV Pro must transmit to ICLIX LLC, and optionally the Client; all (non-online) completed and signed contracts within 48 hours.*
- d)** Pro Session Outlines should define session cost types (fixed cost/hourly rate/no fee/per-item/mix) and amounts; Services or results desired, general objectives and deliverables; and could include, but are not limited to, time and cost estimates; Google Maps™ of session location(s), measured distances, Safe UAV Zones; altitudes, terrain, a general flight plan; raw media resolution, format. Media Pro Outlines may also include processed media types, content or purchasing details, and media approval or purchase conditions.
- e)** Due to the nature of UAV Pro Services and requirements to perform only under Safe conditions, UAV Sessions may be subject to change, postponement, or rescheduling by UAV Pros at any time and for reasons including, but not limited to: bad weather, heavy winds, personal injury, duress, illness, equipment failures, or random acts of God.
- f)** Early Termination: Parties may agree to terminate the UAV Session at any time during the UAV activities if conditions or situations change to a degree or level that may become deemed as unsafe, unfit, or unreasonable to continue.
- g)** Cancellation: Session times must be reserved for the Client; therefore, any request to cancel scheduled UAV Sessions should be provided at least 24 hours in advance of the Session time to avoid possible cancellation fees, if applicable and agreed.

2. PERMISSIONS / RESPONSIBILITIES:

- a)** The Client agrees that ICLIX LLC, UAV Pros and their private equipment are being granted explicit and temporary grounds permissions including, but not limited to: Traverse, launch, fly, maneuver, land and record from UAV devices, and otherwise as needed, while physically on or around the Client’s owned, or authorized, properties or facilities for the purposes required to perform UAV Pro Services during approved or planned UAV Pro Sessions.
- b)** The Client agrees to provide 30’ (minimum) diameter area(s) of open, flat, ground to be Safe UAV Launch Zones designated as “UAV Home” with abilities to control and restrict access within the zones being fully granted to the UAV Pro during the UAV Session.
- c)** The UAV Pro agrees to follow ICLIX UAV Standards and to be professional, skilled, safe, aware, clear and prepared to successfully operate UAV Aircraft(s) or Devices in planned, *legal, **controlled flights and within authorized areas and zones during UAV Sessions.

** ICLIX LLC is seeking FAA rule exemptions for commercial UAV Flights.*

*** UAVs without auto-home features after lost RC control cannot exceed 85% of UAV’s flight range during operation!*

*** Pre-programmed flight paths, plans and auto-flights may be acceptable and stored for repeat, scheduled services.*

d) While UAV Technology utilizes many Safety features and sensors, and ICLIX LLC standards require that all Manufacturer and UAV Industry Safety measures and precautions are followed by ICLIX UAV Pros; the Client acknowledges and accepts the potential risks and dangers possible with fast moving UAV Technologies and Devices.

3. PRIVACY OF PROPERTY AND PERSONS:

a) The Client warrants that they are, or represent, the owner or authority for any location or property being used as the site for any UAV Sessions, and have secured and granted to ICLIX LLC the permissions to fly, film and record the premises.

b) The Client is responsible for notifying any persons that shall be present at or during the UAV Pro Session, including but not limited to: Attendees and guests, players, members, staff, contractors, neighbors, the proper authorities, owners of property, government officials, agents or representatives and any other applicable parties for which UAVs may be seen and heard flying, that the UAV Pro and UAV equipment should be ignored or avoided. Be clear that HD video *will* be recorded by ICLIX LLC and the UAV Pro.

c) ICLIX LLC agrees to not include or use in "Processed Media" the likeness, image, or identifiable features of any person, property, or logo if explicitly requested or instructed by the Client or persons present at the UAV Session, and whom may be unable or unwilling to avoid implicit participation in the UAV Session. Raw media given to the Client becomes the copyright and responsibility of the Client.

4. EQUIPMENT:

a) The UAV Pro will provide all updated and prepared: *UAVs, Batteries, Controllers, FPV Devices, Wi-Fi, 4G, Pilot Apps, *HD Recording devices, SD Cards, Safety Cones or any related equipment as necessary to perform the UAV Services. **UAV Devices, Features, Capabilities, Controlled Flight Ranges, Safety guards, Video/Photo Qualities, Formats and methods may vary by UAV Pro.*

b) In addition to cleared Safe UAV Launch Zone(s) - the Client may be asked, and could optionally agree to provide as courtesy, additional equipment or services which may enhance the success or quality of the UAV Session.

5. OWNERSHIP / COPYRIGHTS:

a) The Parties agree that all "raw media" recorded by UAV Pros and equipment during any UAV Session is the immediate, explicit, direct and owned copyright intellectual property of ICLIX LLC and must be uploaded within 48 hours to ICLIX.com.

b) For Clients purchasing the UAV Session per a "fixed cost" or "hourly rate" agreement, with fees to be paid to the UAV Pro by the Client explicitly for the UAV Services in the UAV Session; the original raw media becomes "work for hire", per U.S. Copyright Laws, and the UAV Pro will provide copies of all original format raw media to the Client (as the "Deliverables") within 30 days of each completed UAV Session and upon full payment(s) received from the Client for Services.

c) For Clients purchasing the "Media Processing" options; the uploaded raw media from the UAV Session will also be post-processed by ICLIX LLC Media Professionals who have the talent and skills to identify, transform, edit and shape the raw contents to create and produce other generally described, or imagined, creative *Media results as deliverables.

Purchased media ownership and copyrights are immediate and permanently transferred to the Client after purchase!

**Media formats may include, as an example, but are not limited to: Full 4K Ultra HD 12 megapixel Photos, 1080HD or 720HD resolution photos, Slideshows, Posters, Calendars, Short or Spotlight Videos, Full or limited Production UHD or HD Videos with edits, titles, photos, logos, transitions or with a full list of effects and graphics available.*

d) For all UAV media, the Client agrees that ICLIX LLC shall maintain non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use the video, stills or audio recorded during the UAV Sessions in promotions or for other marketing purposes, non-competitive to the Client. The Client agrees and acknowledges that ICLIX LLC may reasonably use recordings of the UAV Session in their portfolio. ICLIX LLC may display the Client's name and logo on their website as a party with whom they have done successful business. The Client agrees to present or mention the ICLIX.com name and/or logo for UAV media from ICLIX LLC presented, posted, online, or on websites.

6. COSTS / RATES / PAYMENTS:

a) ICLIX LLC, via it's technologies, websites, and services; may validate all Parties, transactions and contracts involved in UAV Service Agreements and uses methods and processes to facilitate the ordering, managing and delivery of the UAV Services, UAV Sessions and Selected Media Processing for a pre-agreed fee or percentage, to be extracted or billed, from payments for UAV Pro Services, Media

and/or deliverables provided. Attempts to bypass, reduce or circumvent these fees are illegal and could result in legal actions, and/or the withholding of Services or goods, against and at the expense of any and all violators.

b) ICLIX LLC is providing Service or Services to all involved Parties at will, and in good faith, in exchange for reasonable and expected fees or percentages of payments received for UAV Media, goods or Services delivered to the Clients by UAV and Media Professionals.

c) ICLIX LLC may provide general and updated pricing guidelines for UAV Services and Media; however, the UAV Pros and Media Pros are third-party independent Contractors and are not employees of ICLIX LLC, or the Client, and prices may be determined by current market values at the time of contract, and/or as set by all involved and agreeing Parties, and as agreed or needed.

7. GENERAL PROVISIONS:

(a) All Services shall be completed in a professional and timely manner, and in compliance with all applicable laws.

(b) ICLIX LLC and UAV Pros shall not be liable for any delay, or due to circumstances beyond our controls.

(c) ICLIX LLC, UAV Pros, and Media Pros are third-party independent Contractors, and not employees of the Client.

(d) No modification to this Agreement and contract shall be valid unless in writing and agreed upon by all Parties in advance. Any changes to this document must be signed and approved by ICLIX LLC.

(e) The Clients, UAV Pros, and Media Pros shall indemnify and hold ICLIX LLC harmless from all liability for loss, damage, or injury to persons or property during or resulting from the negligence or willful misconduct of the UAV Pro, the Media Pro or the Client. Any and all attempts to hold ICLIX LLC responsible, or pursuit for legal remedy against ICLIX LLC, would be deemed void and baseless, in advance, and result in all legal fees for all Parties to be fully paid by the legal Pursuant.

(f) The full scope of responsibility for ICLIX LLC and liability for any losses, damages, or failure to deliver any UAV Session, Services, or Media Processing shall be limited to returns for UAV Pro, Media Pro or Client payments made to ICLIX LLC.

(g) This Agreement shall be construed in accordance with the laws of the United States and the State of Ohio.

(h) Neither the Client, the UAV Pro, the Media Pro, nor ICLIX LLC may assign this Agreement without prior written consent from the non-assigning Parties. Any attempts to bypass ICLIX LLC, or pursue other current or future UAV Services for up to 6 months from ICLIX UAV Sessions, without explicit written permission from ICLIX LLC, shall be considered unlawful and a violation to this Contract and may warrant penalties for potential loss of Services and with legal actions to be paid by any and all violators.

(i) Headings of the sections herein are for convenience and shall not affect the meaning of the provisions or intent of this Agreement.

(j) This Agreement constitutes the entire agreement between the Client, the UAV Pro, the Media Pro and ICLIX LLC, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this legal and binding Contract in all situation that may arise.

The UAV Services Professional

Printed name

Signature

Date MM-DD-YYYY

The Client

Printed name - Business Title

Signature

Date MM-DD-YYYY