Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATEDORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

Unauthorized use of DC Aerial Photos Incorporated's Websites and systems, Including but not limited to unauthorized entry into DC Aerial Photos Incorporated's systems, misuse of passwords, or misuse of any information posted to a site, is strictly prohibited. You acknowledge that DC Aerial Photos Incorporated may disclose and transfer any information that you provide through this Website to (i) any company within the DC Aerial Photos Incorporated, its affiliates agents or information providers; (ii) to any other person or entity with your consent; or (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate (Including to countries outside the EEA), and by using and providing information through this Website you agree to such transfers. Use of this Website, Including any patterns or characteristics concerning your interaction with it, may be monitored, tracked and recorded. Anyone using this Website expressly consents to such monitoring, tracking and recording. You agree not to attempt to log on to the Website from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Website from one of these countries may result in your access being restricted and/or terminated.

Copyright Notices

The works of authorship contained in the DCAirPhotos.com Website (the "Website"), Including but not limited to all design, text, sound recordings and images, are owned, except as otherwise expressly stated, by DC Aerial Photos Incorporated. or one of its subsidiaries. Except as otherwise expressly stated herein, they may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without DC Aerial Photos Incorporated's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with notices of DC Aerial Photos Incorporated's proprietary rights provided that you may download information and print out hard copies for your personal use, so long as you do not remove any copyright or other notice as may be contained in information, as downloaded.

Trademark Notices

DC Aerial Photos Incorporated is the marketing name for the retail services activities of DC Aerial Photos Incorporated and its subsidiaries and affiliates in the United States. "DC Aerial Photos Incorporated," the DC Aerial Photos Incorporated logo and the DC Wings Symbol are trademarks of DC Aerial Photos Incorporated. Other featured words or symbols, used to identify the source of goods and services, may be the trademarks of their respective owners.

Web Content and Materials

The information on this Website is for information purposes only. It is believed to be reliable, but DC Aerial Photos Incorporated does not warrant its completeness, timeliness or accuracy. The information on the Website is not intended as an offer or solicitation for the purchase of DC Aerial Photos Incorporated of DC Aerial Photos Incorporated stock, any other security or any financial instrument.

The information and materials contained in this Website-and the terms and conditions of the access to and use of such information and materials-are subject to change without notice.

You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any agreements you may have with DC Aerial Photos Incorporated, and (ii) in circumstances where locations of the Website require identification for process, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals.

DC AERIAL PHOTOS INCORPORATED OR ITS SUPPLIERS MAY DISCONTINUE OR MAKE CHANGES IN THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED HEREIN AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY, AND DC AERIAL PHOTOS INCORPORATED DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. DC AERIAL PHOTOS INCORPORATED RESERVES THE RIGHT TO TERMINATE ANY OR ALL WEBSITE OFFERINGS OR TRANSMISSIONS WITHOUT PRIOR NOTICE TO THE USER. FURTHERMORE, BY OFFERING THIS WEBSITE AND INFORMATION, PRODUCTS OR SERVICES VIA THIS WEBSITE, NO DISTRIBUTION OR SOLICITATION IS MADE BY DC AERIAL PHOTOS INCORPORATED TO ANY PERSON TO USE THE WEBSITE OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THE WEBSITE AND SUCH INFORMATION, PRODUCTS OR SERVICES IS PROHIBITED BY LAW.

Potential Disruption of Service

Access to the Website may from time to time be unavailable, delayed, limited or slowed due to, among other things:

• Hardware failure, Including among other things failures of

- computers (Including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment
- Software failure, Including among other things, bugs, errors, viruses, configuration problems, Incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content
- Overload of system capacities
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters
- Interruption (whether partial or total) of power supplies or other utility of service
- Strike or other stoppage (whether partial or total) of labor
- Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention
- Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of DC Aerial Photos Incorporated

Links to Other Sites

Links to non-DC Aerial Photos Incorporated Websites are provided solely as pointers to information on topics that may be useful to the Websites, and DC Aerial Photos Incorporated has no control over the content on such non-DC Aerial Photos Incorporated Websites. If you choose to link to a Website not controlled by DC Aerial Photos Incorporated, DC Aerial Photos Incorporated makes no warranties, either express or implied, concerning the content of such site, Including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does DC Aerial Photos Incorporated warrant that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. DC Aerial Photos Incorporated does not guarantee the authenticity of documents on the Internet. Links to non-DC Aerial Photos Incorporated sites do not

imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.

LIMITATION OF LIABILITY

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR AS WELL AS OTHER FACTORS, THE WEBSITE (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE) IS PROVIDED "AS IS" "AS **AVAILABLE". DC AERIAL PHOTOS INCORPORATED AND** THIRD PARTY DATA PROVIDERS ARE NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE WEBSITE. DC AERIAL PHOTOS INCORPORATED AND THIRD PARTY DATA PROVIDERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE WEBSITE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. FURTHER, DC AERIAL PHOTOS INCORPORATED WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, **INACCURACY OF INFORMATION, COMPUTER VIRUSES,** MALICIOUS CODE OR OTHER DEFECT IN THIS WEBSITE, OR FOR THE INCORPORATEDOMPATIBILITY BETWEEN THIS WEBSITE AND FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM. NOR WILL DC AERIAL PHOTOS INCORPORATED BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND DC AERIAL PHOTOS INCORPORATED'S CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS.

DC AERIAL PHOTOS INCORPORATED AND THIRD PARTY DATA PROVIDERS DO NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE MATERIALS AND INFORMATION. FURTHERMORE, DC AERIAL PHOTOS INCORPORATED AND

ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DELAY, **DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS** CODE, OR OTHER DEFECT IN WEBSITE, ANY INCORPORATEDOMPATIBILITY BETWEEN THE WEBSITE AND THE USER'S FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM, OR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES **BEYOND DC AERIAL PHOTOS INCORPORATED AND ITS** AFFILIATES' CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING DC **AERIAL PHOTOS INCORPORATED'S RESPONSIBILITIES** AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. UNDER NO CIRCUMSTANCES WILL DC AERIAL PHOTOS **INCORPORATED BE LIABLE FOR ANY LOST PROFITS, LOST** OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCORPORATEDIDENTAL, SPECIAL, PUNITIVE, OR **EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE WEBSITE OR ANY PORTION** THEREOF, REGARDLESS OF WHETHER DC AERIAL PHOTOS INCORPORATED HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

Enforceability and Governing Law

In the event any of the terms or provisions of these Terms and Conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms and Conditions shall be subject to any other agreements you have entered into with DC Aerial Photos Incorporated. The user's access to and use of the DC Aerial Photos Incorporated.com Website, and the terms of this

disclaimer are governed by the laws of the Commonwealth of Virginia.