

SKYDIO CARE TERMS OF SERVICE

Effective Date: November 22, 2022

Previous Versions:

- [Skydio Care Terms of Service - June 21, 2022 - November 21, 2022](#)
- [Skydio Care Terms of Service - Up to June 21, 2022](#)

The Skydio Care subscription (“Skydio Care”) and the corresponding terms of service (“Terms of Service”) outlined in this agreement (“Agreement”) are provided by Skydio, Inc. (“Skydio”). By purchasing Skydio Care, the purchaser (“you” or “your”) hereby agrees to have read, to have understood, and to be bound by this Agreement.

This Agreement governs Skydio Care services for your Skydio drone provided to you by Skydio or by an affiliate (“Services”). This Agreement includes the Terms of Service and your original sales receipts and/or purchase confirmations for your Skydio drone and corresponding Skydio Care package. A confirmation for your Skydio Care purchase may be provided to you by Skydio at the time of purchase or thereafter.

The Terms of Service are similar regardless of which Skydio Care package you purchase, except, for example, for the maximum number of replacement drones, cost of replacement drones, method of replacement, and the duration of coverage offered under each applicable Skydio Care package.

Each Skydio drone product can only be registered once for coverage under Skydio Care as a “Covered Drone”. You agree to permit Skydio to track the Covered Drone for purposes of providing the Services, using methods and identifying information that are available to Skydio. The term Covered Drone does not extend to the charger, controller, propeller, any other accessory, or any software that is provided with the drone or that is made available for separate purchase by Skydio or any third-party. As used in this agreement, Covered Drone may refer to an S2+ drone or to an X2E drone, as appropriate.

The benefits provided to you under Skydio Care are additional to, and separate from, your rights under applicable laws and under the [Skydio One \(1\) Year Limited Warranty](#) (“Limited Warranty”) which only covers defects in materials and workmanship in hardware. The terms and conditions in this Terms of Service for Skydio Care, including the Exclusions as described below, also differ from the terms and conditions of the Limited Warranty. You hereby agree to review the Limited Warranty and this Terms of Service for a description of their respective terms, conditions and Exclusions.

GENERAL DESCRIPTION OF THE SERVICES

The Services primarily cover the replacement of Covered Drones, as described in, and subject to the terms and conditions set out in this Agreement.

The replacement of the Covered Drone (“Replacement Drone”) will be a Skydio drone product of the same or similar make/model as the Covered Drone. The Replacement Drone corresponding to an S2+ drone will be an S2+ drone or a similar make/model drone, and the Replacement Drone corresponding to an X2E drone will be an X2E drone or a similar make/model drone. “Similar make/model” includes versions of the drone being replaced that are either the same version or a version with enhanced features and functionality, as determined in the sole discretion of Skydio. All Replacement Devices provided under this Agreement will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as the original product. Nothing in this Agreement shall be read to entitle you to a drone with enhanced features and functionality.

If Skydio replaces the Covered Drone, the Covered Drone shall become Skydio’s sole property and the Replacement Drone shall become your property, with Service coverage effective for the remainder of the Coverage Period (as described below). Replacement Drones may be, in whole or in part, demos, floor models, or used items, and may include blemishes or other visual differences from new hardware that do not materially impact the drone’s functionality. Skydio reserves the right to uniquely mark, identify, and monitor all Replacement Drones in the same manner it does to other drones. To the extent that the Services have not terminated, the Replacement Drone may become a Covered Drone within the meaning of this Agreement as described below.

In rare instances, and at the sole discretion of Skydio, the Services may also include the “Repair” of Covered Drones. Repair means the fixing or replacing of one or more components to restore the Covered Drone’s functionality, without regard to cosmetic or other impacts on the Covered Drone which are immaterial to the drone’s functionality.

SCOPE

Skydio Care provides additional coverage beyond the only hardware coverage that is provided by the Limited Warranty by allowing you to purchase Replacement Drones (“Additional Coverage”). This Additional Coverage is strictly limited to cases of a) accidental damage from an unexpected and unintentional collision, crash, water damage, or liquid damage, and b) accidental loss of drones or fly aways (collectively, “Covered Events”).

NUMBER AND COST OF REPLACEMENTS PROVIDED BY THE SERVICES

Different Skydio Care packages provide different Services covering a different maximum number of Replacement Drones, different costs for the Replacement Drones, and different Coverage Periods for the Covered Drones. “Skydio Care Enterprise” refers to the S2+ Skydio Care Enterprise Two (2) Year, X2E Skydio Care Enterprise One (1) Year (for both Color and Color-Thermal), and X2E Skydio Care Enterprise Three (3) Year (for both Color and Color-Thermal) packages. “Skydio Care Consumer” refers to the S2+ Skydio Care One (1) Year and S2+ Skydio Care Two (2) Year packages.

The following Skydio Care packages are provided for the S2+ drone, subject to this Terms of Service and to the exclusions below:

S2+ Skydio Care One (1) Year:

- Twelve (12) month Coverage Period
- Two (2) Replacement Drones
- Only one (1) of the two (2) Replacement Drones may be for a drone that is either lost or irrecoverable (a "Lost Drone")
- First Replacement Drone: \$150 if not a Lost Drone, or \$550 for a Lost Drone
- Second Replacement Drone: \$200 if not a Lost Drone, or \$550 for a Lost Drone
- Replacement Drone sent within seven (7) business days after the Covered Drone return is received by Skydio

S2+ Skydio Care Two (2) Year:

- Twenty-Four (24) month Coverage Period
- Three (3) Replacement Drones
- Only one (1) of the three (3) Replacement Drones may be for a Lost Drone
- First Replacement Drone: \$150 if not a Lost Drone, or \$550 for a Lost Drone
- Second Replacement Drone: \$200 if not a Lost Drone, or \$550 for a Lost Drone
- Third Replacement Drone: \$250 if not a Lost Drone, or \$550 for a Lost Drone
- Replacement Drone sent within seven (7) business days after the Covered Drone return is received by Skydio

S2+ Skydio Care Enterprise Two (2) Year:

- Twenty-Four (24) month Coverage Period
- Three (3) Replacement Drones
- Only one (1) of the three (3) Replacement Drones may be for a Lost Drone
- First Replacement Drone: free of charge if not a Lost Drone, or \$550 for a Lost Drone
- Second Replacement Drone: \$450 if not a Lost Drone, or \$550 for a Lost Drone
- Third Replacement Drone: \$450 if not a Lost Drone, or \$550 for a Lost Drone
- Replacement Drone sent within two (2) business days prior to your return of the Covered Drone

The following Skydio Care packages are provided for the X2E drone, subject to this Terms of Service and to the exclusions below:

X2E Skydio Care Enterprise One (1) Year:

- Twelve (12) month Coverage Period
- One (1) Replacement Drone
- First Replacement Drone: free of charge if not a Lost Drone, \$1199 for a Lost Drone for the X2E Color, or \$1499 for a Lost Drone for the X2E Color-Thermal
- Replacement Drone sent within two (2) business days prior to your return of the Covered Drone

X2E Skydio Care Enterprise Three (3) Year:

- Thirty-Six (36) month Coverage Period
- Three (3) Replacement Drones
- Only one (1) of the three (3) Replacement Drones may be for a Lost Drone

- First Replacement Drone: free of charge if not a Lost Drone, \$1199 for a Lost Drone for the X2E Color, or \$1499 for a Lost Drone for the X2E Color-Thermal
- Second Replacement Drone for X2E Color: \$799 if not a Lost Drone or \$1199 for a Lost Drone
- Second Replacement Drone for X2E Color-Thermal: \$1099 if not a Lost Drone or \$1499 for a Lost Drone
- Third Replacement Drone for X2E Color: \$999 if not a Lost Drone or \$1199 for a Lost Drone
- Third Replacement Drone for X2E Color-Thermal: \$1299 if not a Lost Drone or \$1499 for a Lost Drone
- Replacement Drone sent within two (2) business days prior to your return of the Covered Drone

Your rights are summarized in the following table (“Figure 1”):

Plan and Term	Replacement Limits	First Replacement Cost	Second Replacement Cost	Third Replacement Cost	Lost Drone Cost
S2+ one (1) year	Two replacements, including up to one lost drone.	\$150	\$200	N/A	\$550
S2+ two (2) year	Three replacements, including up to one lost drone.	\$150	\$200	\$250	\$550
S2+ Enterprise two (2) year	Three advanced replacements, including up to one lost drone.	Free of charge	\$450	\$450	\$550
X2E Color Enterprise one (1) year	One advanced replacement, including up to one lost drone.	Free of charge	N/A	N/A	\$1199
X2E Enterprise Color three (3) year	Three advanced replacements, including up to one lost drone.	Free of charge	\$799	\$999	\$1199
X2E Color-Thermal Enterprise one (1) year	One advanced replacement, including up to one lost drone.	Free of charge	N/A	N/A	\$1,499
X2E	Three	Free of charge	\$1,099	\$1,299	\$1,499

Color-Thermal Enterprise three (3) year	advanced replacements, including up to one lost drone.				
---	--	--	--	--	--

Your rights to obtain and pay for Replacement Drones for your S2+ and/or X2E drones are subject to the terms, conditions and limitations of this Agreement, including but not limited to the Sections entitled Scope and Skydio Care Exclusions.

LIMITED WARRANTY EXTENSION

If the Coverage Period of the Skydio Care package that you purchased in Figure 1 is for thirty-six (36) months, you will receive a twenty-four (24) month time period extension in addition to the original twelve (12) month time period provided under the Limited Warranty with the same terms and conditions of the Limited Warranty which only covers defects in materials and workmanship in hardware (the "Limited Warranty Extension"). You will have access to submit a claim under the Limited Warranty Extension for the full thirty-six (36) month Coverage Period of your Skydio Care package, even if you have received the maximum number of Replacement Drones permitted under your Skydio Care package prior to the end of the thirty-six (36) month Coverage Period.

If the Coverage Period of the Skydio Care package that you purchased in Figure 1 is for twenty-four (24) months, you will receive a twelve (12) month time period extension in addition to the original twelve (12) month time period provided under the Limited Warranty with the same terms and conditions of the Limited Warranty which only covers defects in materials and workmanship in hardware (the "Limited Warranty Extension"). You will have access to submit a claim under the Limited Warranty Extension for the full twenty-four (24) month Coverage Period of your Skydio Care package, even if you have received the maximum number of Replacement Drones permitted under your Skydio Care package prior to the end of the twenty-four (24) month Coverage Period.

If the Coverage Period of the Skydio Care package that you purchased in Figure 1 is for twelve (12) months, then you will not receive the Limited Warranty Extension. For the avoidance of any doubt, the S2+ Skydio Care One (1) Year package and the X2E Skydio Care Enterprise One (1) Year package do not come with the Limited Warranty Extension but you will still receive the Limited Warranty which only covers defects in materials and workmanship in hardware for the original twelve (12) month time period. You will have access to submit a claim under the Limited Warranty for the full twelve (12) month Coverage Period of your respective Skydio Care package, even if you have received the maximum number of Replacement Drones permitted under your respective Skydio Care package prior to the end of the twelve (12) month Coverage Period.

Similar to the Limited Warranty, any Replacement Drone that has either been repaired or replaced under a Skydio Care package will be covered by the terms and conditions of the Limited Warranty for the longer of (i) ninety (90) days from your receipt of the Replacement Drone that has either been repaired or replaced or (ii) the remaining time left in the Limited Warranty, including any Limited Warranty Extension.

COVERAGE PERIOD

The Services provided under Skydio Care only apply to claims that occur during the applicable coverage time period (“Coverage Period”) in your Skydio Care package. Your Coverage Period is described in the Skydio Care package that you have purchased and is applicable to all Skydio Care packages purchased with the Covered Drones, as provided below. The Coverage Period can either be twelve (12) months, twenty-four (24) months, or thirty-six (36) months based on the Skydio Care package that you have purchased. The S2+ Skydio Care One (1) Year package and the X2E Skydio Care Enterprise One (1) Year package both come with a twelve (12) month Coverage Period. The S2+ Skydio Care Two (2) Year package and the S2+ Skydio Care Enterprise Two (2) Year package both come with a twenty-four (24) month Coverage Period. The X2E Skydio Care Enterprise Three (3) Year package comes with thirty-six (36) month Coverage Period.

For consumers: Skydio Care packages may be purchased contemporaneously with the purchase of the Covered Drone(s) or within thirty (30) days of your purchase of the Covered Drone at Skydio’s sole discretion. The Coverage Period for Skydio Care packages purchased contemporaneously with the Covered Drones will begin on the date of delivery of the Covered Drone, and not on the date of your purchase of Skydio Care. The Coverage Period for Skydio Care packages purchased within thirty (30) days of your purchase of the Covered Drone, if permitted by Skydio, will begin on the date and time of purchase of the Skydio Care package. Regardless of the timing of purchase of the Skydio Care Package, the Coverage Period date will end on the date computed by adding the plan term from the Figure 1 to the delivery date of the Covered Drone. Accordingly, Skydio Care Packages purchased after the date on which the Covered Drone was purchased will have a duration up to thirty (30) days shorter than those packages purchased contemporaneously with the purchase of the Covered Drone. Such changes in Coverage Period will have no impact on the Services offered other than the length of the Coverage Period of the Services.

For enterprise: Skydio Care packages may be purchased contemporaneously with the purchase of the Covered Drone(s), provided that the Skydio Care package must be purchased on the same Order Form as the purchased Covered Drone(s), and must cover all drones purchased on the Order Form. Skydio Care packages may also be purchased within one (1) year of your purchase of the Covered Drone at Skydio’s sole discretion, and in such case the Skydio Care package must cover all drones purchased on a prior Order Form. The Coverage Period for Enterprise Skydio Care packages purchased contemporaneously with the purchase of the Covered Drones will begin on the shipping date. The Coverage Period for Enterprise Skydio Care package(s) purchased within one (1) year of your purchase of the Covered Drone, if permitted by Skydio, will begin on the effective date of the Order Form containing the Skydio Care package(s). Regardless of when a Skydio Care package is purchased, the Coverage Period for that package will end on the date computed by adding the plan term from the above Figure 1 to the shipping date of the Covered Drone(s). Accordingly, Skydio Care Packages purchased after the Covered Drone(s) will have a duration up to one (1) year shorter than those packages purchased contemporaneously with the purchase of the Covered Drone. Such changes in Coverage Period will have no impact on the Services offered other than the length of the Coverage Period of the Services.

“Order Form” means a written ordering document, executed by both you and Skydio, specifying products and services. Drones damaged prior to the beginning of the Coverage Period shall not be eligible for the Services under Skydio Care.

COVERAGE AREAS

The Services are only available to customers that purchase and operate the Covered Drone exclusively in the United States and Canada.

EXCLUSIONS

Skydio Care does not apply to, and Skydio has no obligation for, the following:

- Damage caused by reckless, abusive, willful or intentional conduct;
- Damage caused by or as a consequence of engaging in illegal activities;
- Direct or indirect loss caused by force majeure including but not limited to acts of God, pandemic, war, military action, riot, coup, and terrorist activities;
- Software or hardware updates to the drone obtained from a third-party;
- Modification or repair at a repair center not operated by or approved in writing by Skydio except where state laws allow otherwise;
- Unauthorized disassembly, attempts to open the casing, taking apart or removing components from the drone, except as expressly authorized in writing by Skydio;
- Any drone or component thereof if such drone's serial number or other identifying marks are removed or altered;
- Normal wear and tear, including cosmetic damage such as scratches, dents or chips; and
- Failure to replace consumable parts such as propellers in accordance with Skydio guidelines.

Note that the exclusions for Skydio Care differ from the exclusions for the Limited Warranty. If you submit a claim under the Limited Warranty, the exclusions for the Limited Warranty will apply. If you submit a claim under Skydio Care, the above exclusions will apply.

Skydio reserves the right to deny any of the Services in cases where its products, including but not limited to its drone products, are used in a manner to intentionally or recklessly harm or injure persons, animals, property, or against the interests of the United States, its citizens, and its government.

Skydio reserves the right to deny any of the Services when you are verbally abusive, abusive in writing, and/or physically abusive towards any Skydio employees and representatives.

SERVICE PROCESS

To submit a claim under Skydio Care, please email us at help@skydio.com or submit a claim via our [Skydio Care Submission Form](#). Your initial claim submission must specify the following information: your name, your original sales receipt or order number for your purchase of your Skydio drone and Skydio Care, and whether or not your claim is being made under Skydio Care or the Limited Warranty. Skydio reserves the sole right to make a determination regarding whether your claim qualifies under Skydio Care and/or the Limited Warranty, or whether your claim does not qualify under either. Our Customer Success team will be in touch with you within a few business days of your claim submission to further discuss your claim with you and process next steps including but not limited to processing your Replacement Drone or Lost Drone payment in the amount specified in your Skydio Care package, as applicable. In order to process your claim, Skydio may require that you submit certain information, including but not limited to product serial number, product log files, flight logs, flight operations data, flight

environment and location data. Your failure to submit requested information may result in denial of your claim.

For Replacement Drones under the S2+ Skydio Care One (1) Year package or the S2+ Skydio Care Two (2) Year package:

After receipt of payment from you, Skydio will provide you with packaging and shipping instructions to return the Covered Drone to Skydio. It is your obligation to package and ship the Covered Drone safely and in accordance with Skydio's instructions as well as applicable laws and regulations. After Skydio receives the Covered Drone from you, Skydio will ship a Replacement Drone back to you within seven (7) business days. After receiving the Covered Drone from you, Skydio may determine that the Covered Drone did not suffer damage that is covered by Skydio Care and reserves the right to request that you ship the Replacement Drone back to Skydio in exchange for the Covered Drone or to charge you the full cost of the Replacement Drone as well as shipping and restocking fees.

For Replacement Drones under the S2+ Skydio Care Enterprise Two (2) Year package or under the X2E Skydio Care Enterprise One (1) Year and Three (3) Year packages:

After receipt of a claim submission from you, Skydio will immediately provide you with a Replacement Drone within two (2) business days. Skydio will also provide you with packaging and shipping instructions to return the Covered Drone to Skydio and make any required payments to Skydio within fourteen (14) days of your claim submission. It is your obligation to package and ship the Covered Drone safely and in accordance with Skydio's instructions as well as applicable laws and regulations. If the Covered Drone is not shipped back to Skydio and/or the required payment is not received within fourteen (14) days of your claim submission, Skydio reserves the right to bill you for the full cost of the Replacement Drone and/or to terminate your coverage under Skydio Care. After receiving the Covered Drone from you, Skydio may determine that the Covered Drone did not suffer damage that is covered by Skydio Care and reserves the right to request that you to ship the Replacement Drone back to Skydio in exchange for the Covered Drone or to charge you the full cost of the Replacement Drone as well as shipping and restocking fees.

Regardless of your Skydio Care package, before sending a Covered Drone to Skydio in accordance with the Skydio Care service process, it is recommended that you remove the media card and make a backup of all media content from the Product. When Skydio receives the Covered Drone from you, the content or data on the media card in the Covered Drone will be uploaded to Skydio's servers and the media card will be reformatted such that your data will no longer be accessible to you. Skydio is not responsible for any loss of content or data, and will not return the media card to you. Please do not send any accessories with your Covered Drone. Skydio is not responsible for any damage or loss to these accessories.

Before sending back your Covered Drone to Skydio, you must provide written notice to Skydio during the claim submission process as to whether the Covered Drone has been exposed to any toxic, radioactive, or other harmful materials. If your Covered Drone has been exposed to any toxic, radioactive, or other harmful materials, DO NOT send your Covered Drone to Skydio under any circumstances whatsoever unless Skydio specifically requests in writing that you do so. Skydio reserves the right to bill you for any costs associated with the unrequested handling of any drones that have been exposed to any toxic, radioactive, or other harmful materials.

Before submitting a claim under Skydio Care, please read the [Skydio Privacy Policy](#) (“Privacy Policy”). By submitting a claim for the Services provided under Skydio Care, you acknowledge that you have read, agree to and abide by this Privacy Policy, authorize Skydio to store, process, use and copy your personal and product information that you submit, and authorize Skydio to use such information while providing the Services to you, including diagnosis, verification and processing purposes. Product information includes but is not limited to product serial number, product log files, flight logs, flight operations data, flight environment and location data. Personal information includes but is not limited to name, contact information, email, address and location data. Skydio may further use and disclose this Information in accordance with our Privacy Policy.

Service Pooling Provisions for Enterprise Packages:

Skydio Care benefits are pooled for Covered Drones of the same type that are purchased on the same, single Order Form with the identical Skydio Care Enterprise packages (“Skydio Care Pooling”).

Drones of the same “type” means drones of the same model (i.e., S2+ or X2E) with the same sensor/camera array (i.e., X2E color or X2E color-thermal). An “identical Skydio Care Enterprise package” means the same type of care package with the same duration. A Covered Drone that qualifies for Skydio Care Pooling is referred to as a “Qualified Pooling Drone”, and two or more Covered Drones that qualify together for Skydio Care Pooling are referred to as a “Fleet of Qualified Pooling Drones” or a “Fleet”).

A single Order Form may establish more than one Fleet, if that Order Form contains orders for multiple, different sets of Qualified Pooling Drones.

Skydio Care Pooling enables a Fleet of Qualified Pooling Drones to benefit from an aggregate number of Replacement Drones (inclusive of the limitations on the number of Lost Drones) for that Fleet, based on the corresponding Skydio Care Enterprise packages purchased. For the avoidance of doubt, no additions to a Qualified Pooling Drones Fleet will be permitted, and subsequent purchases of drones shall not be pooled with an existing Fleet.

Skydio will track Replacement Drones against limits for the entire fleet, as opposed to tracking entitlements against individual drones in the Fleet, all according to the terms of the relevant Skydio Care Enterprise package. These entitlements will be exhausted in order, i.e., all first Replacement Drones, then all second Replacement Drones where applicable, and so on. Lost Drones will be counted in the order that they are turned in against the type of replacement that would have been provided.

As a first example of the order of replacement, if an enterprise customer purchases a Fleet of 10 S2+ drones along with 10 corresponding S2+ Skydio Care Enterprise Two (2) Year packages, then for that Fleet, the customer will receive the benefit of 10 total first Replacement Drones, 10 total second Replacement Drones, and 10 total third Replacement Drones for the Fleet collectively (but not individually), all at the prices outlined above in the Terms of Service. If the customer claims nine first Replacement Drones and one Lost Drone, then your 11th replacement will be eligible for purchase as either a second Replacement Drone or a Lost Drone, as applicable, at the prices outlined above.

As a second example of pooling, if an enterprise customer purchases a Fleet of 10 X2E color drones and 10 X2E color-thermal drones along with 20 corresponding X2 Skydio Care Enterprise One (1) Year packages, then that customer will establish two separate Fleets of Qualified Pooling Drones, and will have 10 first Replacements for the X2E color fleet and 10 first Replacements for the X2E color-thermal fleet.

Except as provided in this Section, Skydio Care Pooling creates no additional rights, remedies or privileges beyond those in the relevant Skydio Care Enterprise package, and qualifications, requirements and limitations of the relevant Skydio Care Enterprise package apply to Skydio Care Pooling.

General Service Provisions

All claims under Skydio Care must be submitted by you and received by Skydio no later than the earlier of: (a) one (1) thirty (30) days after the expiration date of your Coverage Period, or (b) thirty (30) days from the date of the Covered Event. Any claims submitted after such date will be barred, void and of no effect.

SPECIAL PROCEDURES FOR LOST DRONES AND FLY AWAYS

Skydio reserves the right to lock down, render inoperable and monitor any Lost Drones that are claimed as lost or fly aways prior or subsequently to providing a Replacement Drone to you.

LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKYDIO AND ITS EMPLOYEES AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY OTHER SUBSEQUENT OWNER OF THE COVERED DRONE OR THE REPLACEMENT DRONE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FUTURE COLLISIONS OR MALFUNCTIONS OF HARDWARE, RECOVERY OR REPLACEMENT COSTS ASSOCIATED WITH ANY PROGRAM OR DATA, FAILURES ASSOCIATED WITH DATA CONFIDENTIALITY, OR ANY MONETARY LOSS, RESULTING FROM SKYDIO'S OBLIGATIONS UNDER SKYDIO CARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SKYDIO AND ITS EMPLOYEES' AND AGENTS' AGGREGATE TOTAL LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER SKYDIO CARE SHALL NOT EXCEED THE AMOUNT YOU PAID FOR SKYDIO CARE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) SKYDIO DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS; AND (B) THE REMEDIES IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES OR WARRANTIES THAT MAY APPLY, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

SPECIFICALLY, SKYDIO DOES NOT WARRANT THAT (i) THE COVERED DRONE CAN BE REPLACED OR REPAIRED WITHOUT RISK TO OR LOSS OF ACCESSORIES, PROGRAMS, SKILLS, INFORMATION, OR DATA, (ii) CONFIDENTIALITY OF DATA WILL BE MAINTAINED, OR (iii) PRODUCT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

SKYDIO CARE BENEFITS ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER APPLICABLE CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, SKYDIO'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED DRONE. SOME STATES DO NOT DISALLOW OR LIMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY.

REFUSAL OF SERVICE AND TERMINATION

Skydio reserves the right to refuse Skydio Care coverage and the corresponding Services under any of the following conditions:

- The drone was purchased from a channel that is not authorized by Skydio;
- The drone and Skydio Care were not purchased from the same country or region;
- Your claim is submitted from outside the Coverage Areas;
- Your claim is submitted outside of the Coverage Period;
- Your claim does not constitute a Covered Event;
- Your failure to submit information requested by Skydio in connection with your claim;
- You make false or misleading statements in connection with your Skydio Care claim; or
- Your failure to follow any instructions associated with the Skydio Care claim process.

Skydio Care coverage is automatically terminated under any of the following conditions:

- The Coverage Period has expired;
- The maximum number of Replacement or Lost Drones corresponding to the Skydio Care package you purchased has been reached;
- You request in writing to Skydio that your Skydio Care coverage be terminated;
- You have violated or breached any terms of this Agreement; or
- You purport to transfer or assign Skydio Care and/or this Agreement.

RETURN AND TRANSFER

Skydio Care Enterprise packages, or any bundle that contains Skydio Care Enterprise packages, may not be returned; Skydio Care Consumers packages and, or any bundles that contains Skydio Care Consumer packages, is subject to Skydio's Return Policy. Notwithstanding anything to the contrary herein, if you have used one or more Services under any of the Skydio Care packages, then you cannot return your Skydio Care purchase, or any bundle Skydio Care is included in.

Skydio Care and this Agreement cannot be assigned or otherwise transferred by you to any third party under any condition, including but not limited to your transfer of the drone, without written consent from Skydio. Any such purported assignment or transfer without such written consent is void and automatically terminates the Skydio Care coverage.

INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold Skydio harmless from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising from, relating to or resulting from (a) your breach or alleged breach of the Agreement; or (b) your violation of any law or the rights of a third party. Skydio will provide notice to you of any such claim, suit, or proceeding and will assist you as we deem reasonable, at your expense, in defending any such claim, suit or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section, and in such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

MISCELLANEOUS TERMS

Skydio is not responsible for any failures or delays in providing any of the benefits of Skydio Care including the performance of the Services that result from events outside of Skydio's reasonable control.

You agree that any information or data disclosed to Skydio under Skydio Care or stored in, or in the systems of, a returned Covered Drone is not confidential or proprietary to you and that Skydio will not be responsible for any damage or loss to this disclosed information or data. Furthermore, you agree that Skydio may collect and process data on your behalf and in accordance with our Privacy Policy when it provides the Services to you under Skydio Care.

You agree that any accessories or additional components beyond the drone itself that you send back to Skydio under Skydio Care claim submission process may be damaged or lost and will not be replaced and/or covered by Skydio.

This Agreement shall prevail over any conflicting terms or other terms associated with any other document, and constitutes your and Skydio's entire understanding with respect to Skydio Care. This Agreement can only be amended with the written consent of Skydio.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision of the Agreement, which shall remain in full force and effect unless such deletion materially frustrates the intent of the parties, in which case this Agreement will terminate.

Skydio's failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against Skydio unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

This Agreement shall be construed and governed by the laws of the State of California, without regard to the principles of conflict of laws thereof, when Skydio Care is purchased in the United States or Canada. Disputes arising from this Agreement shall be resolved in accordance with the relevant Terms of Use for the Covered Drone. You waive your right to a jury trial in proceedings arising out of or relating to this Agreement. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless Skydio agrees otherwise, the court will not consolidate more than one person's claims. Both parties acknowledge that each party is waiving the right to participate in a class action.

Skydio reserves the right to authorize a third-party service provider to provide any of the Services under this Agreement. Skydio will not provide any refund or compensation for any expense incurred due to request for services from any unauthorized third-party service provider.

This Agreement does not provide for an informal dispute resolution process under Skydio Care.

If you would like to contact Skydio customer support, please call us at 855-GOFLY02 (855-463-5902), or contact us via email at help@skydio.com.