

AVIATIZE LLC
TERMS OF SERVICE

Revision 4 - Effective Date: 01 April 2025

1. SCOPE OF THE AGREEMENT

1.1. Aviatize LLC is a limited liability company incorporated under the laws of Arizona, having its principal place of business at 4636E Fighter Aces Drive, Mesa, AZ 85215, USA (“**Aviatize**”). Aviatize LLC is an appointed reseller for the United States of America, of aviation software products developed by Aviatize BV, its mother company based in Belgium (“**Aviatize BV**”).

1.2. The Aviatize aviation software products (the “**Tool**”) are offered to purchasers of the Tool and any Services from Aviatize (each, a “**Customer**”) as a software-as-a-service (“**SaaS**”) together with additional optional related services (collectively, the “**Services**”). When purchasing access rights to the Tool and/or the Services online via Aviatize’s sales platform, the Customer acknowledges to have read the Terms of Service and to have agreed to these terms.

1.3. In these Terms of Service (the “**Terms**”), Aviatize and the Customer are both referred to as a “**Party**”, together as the “**Parties**”. The Terms and each Quotation and accepted order are referred to together herein as the “**Agreement**.”

1.4. These Terms are the only terms and conditions that govern the sale of rights to utilize the Tool and the sale of any Services by Aviatize and/or its subsidiaries and affiliates, and shall apply to all Quotations (as defined herein), purchase orders and other contractual arrangements submitted by any Customer, regardless of the form or medium of Customer’s order, and regardless of whether Aviatize’s actions are deemed to be a prior offer of Customer’s order or acceptance thereof and regardless of Aviatize’s execution of any agreement or other instrument/document required by Customer. These Terms equally apply to Free Trial Subscriptions offered by Aviatize. Any proposal for additional or different terms or any attempt by Customer to vary, to any degree, any of these Terms is hereby rejected. These Terms shall be deemed accepted by Customer unless Customer objects to the Terms in a writing delivered to Aviatize within seven (7) days of Customer’s receipt of a quotation for the Tool and/or any Services. Aviatize shall be entitled to reject or cancel any purchase order or other contractual arrangement for which an objection to these Terms is received, in its sole discretion.

1.5. Aviatize shall have no obligation to accept any particular Customer order. Fulfillment of a Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. RELATIONSHIP BETWEEN PARTIES

2.1. The Parties shall be deemed to be independent contractors. Nothing in this Agreement shall be construed to make either Party an agent, employee, joint venture, partner or legal representative of the other Party. Each Party shall not have, or represent itself to have, any authority to bind or commit the other Party to any oral or written contract, understanding or obligation.

3. REPRESENTATIONS AND WARRANTIES

3.1. Customer represents and warrants that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into and perform its obligations under these Terms, the applicable Quotations and orders;

(c) the execution of the applicable Quotation and/or order by its representative has been duly authorized by all necessary corporate or organizational action of Customer;

(d) when the applicable order is executed and delivered by Customer, the order and these Terms will constitute the legal, valid, and binding obligation of Customer, enforceable against such Customer in accordance with its terms; and

(e) Customer is either a professional user of the Tool and the Services, or a legal

entity and it will use the Tool and the Services exclusively for professional purposes.

4. ACCESS TO AND USE OF TOOL AND SERVICES

4.1. As of the Effective Date the Customer shall be granted access to the Tool and applicable Services (“**Access Rights**”) solely for use by Operators in accordance with the terms and conditions hereof.

4.2. The Access Rights are granted for the duration of the Term, and solely for use in accordance with these Terms. The Access Rights include a non-exclusive, non-sublicensable and non-transferable license to use the Tool and receive the Services, as well as to have the Tool and the Services used for internal purposes by persons operating or maintaining aircraft on behalf of or under the responsibility of the Customer (“**Operators**”).

4.3. The Access Rights and other rights granted to Customer and Operators under these Terms are conditioned upon the Customer’s and the Operators’ strict compliance with the terms and conditions of these Terms.

4.4. The Customer and each Operator shall be solely responsible for every use and activity of its account and of the Operator accounts as well as for their protection, confidentiality and security. The Customer and each Operator must create unique passwords and change them in compliance with Aviatize’s requirements. In no event shall Aviatize or Aviatize BV be responsible or liable for any use or activity on a Customer or Operator’s account.

4.5. Aviatize reserves the right, in its sole discretion, to make any changes to the Tool, Services and other Aviatize materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Aviatize’s Services to its customers; (ii) the competitive strength of or market for Aviatize’s Services; or (iii) the Tools’ or Services’ cost efficiency or performance; or (b) to comply with applicable law.

5. RESTRICTIONS ON USE

5.1. Unless such restriction is prohibited by applicable law, the Customer shall not at any time, directly or indirectly, and shall not permit any Operators to:

- obtain, access, use or copy or try to or allow others to obtain, access, use or copy the source code of the Tool;
- reverse engineer, decode, decompile, disassemble, translate or change the Tool, create derivative works based on the Tool, try to discover the trade secrets behind the Tool or otherwise attempt to derive or gain access to any software component of the Tool or the Services;
- market, sell, license or otherwise deliver the Tool to any third party or allow the Tool to be used by any third party, except as expressly permitted herein;
- use the Tool and/or Services for any other purpose than its own professional civil-end purposes as permitted by these Terms;
- use the Tool for any purposes prohibited by applicable law, nor for any purpose connected with chemical or biological or nuclear weapons, or aircraft, missiles or UAVs capable of delivering such weapons;
- use the Tool and Services in a fraudulent manner (such as making a false account, organizing a denial-of-service attack, or hacking or modifying the Tool);
- remove, disable, or circumvent any proprietary notices or labels contained on or within the Tool; or
- use the Tool or Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law.

(collectively, the “**Restrictions**”).

Notwithstanding anything to the contrary herein, the Customer and Operators must at all times pay due attention to flight safety, flight conditions, compliance and situations. The Tool shall not be used where and when such use might interfere with the safe operation of the aircraft or the safety of others.

If a court of competent jurisdiction determines that relevant laws in force may imply that certain of the Restrictions specified in this Article 5 cannot be accepted or can only partly be accepted, then the Restrictions will apply to the fullest extent permitted by law.

5.2. Notwithstanding anything to the contrary in this Agreement, Aviatize may temporarily suspend the access to any portion or all of the Tool or the Services if:

(a) Aviatize reasonably determines that (i) there is a threat or attack on the Tool or



the Services; (ii) the Customer's or any Operator's use of the Tool or the Services disrupts or poses a security risk to the Tool or the Services or to any other customer or vendor of Aviatize; (iii) Customer or any Operator is using Aviatize or its licensors' intellectual property for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) Aviatize's provision of the Services to the Customer or any Operator is prohibited by applicable law;

(b) any vendor of Aviatize has suspended or terminated Aviatize's access to or use of any third-party services or products required to enable Customer or any Operator to access the Services; or

(c) if Customer fails to cure any payment default hereunder within the applicable cure period

(any such suspension described in subclause (a), (b), or (c), a **"Service Suspension"**).

Aviatize shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Aviatize shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Aviatize shall have no liability for any Losses (including any loss of data or profits), or any other consequences that Customer or any Operator may incur as a result of a Service Suspension.

5.3. The Customer shall inform all its Operators of these Restrictions when allowing access to the Tool and takes full responsibility for its Operators' compliance therewith.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 . **"Intellectual Property Rights"** mean all intellectual, industrial and other property rights (irrespective of whether these are registered or not), including but not limited to copyrights and related rights, trade names, marks, logos, drawings, models, or applications for registration as a drawing or model, rights in inventions, patents, patent applications, domain names, know-how, trade-secrets, as well as rights to databases and computer programs. Customer acknowledges that, as between Customer and Aviatize or Aviatize BV, as applicable, Aviatize or Aviatize BV owns all right, title, and interest, including all Intellectual Property Rights, in and to the Tool, Services and other intellectual property of Aviatize, Aviatize BV and their licensors and affiliates. With respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to such third-party products.

6.2. Nothing in this Agreement operates as an assignment, a license or a non-assert of any Intellectual Property Rights from Aviatize or Aviatize BV to the Customer other than the Access Rights and licenses explicitly granted to it in Article 4. Nothing in these Terms grants any right, title, or interest in or to any Intellectual Property Rights in or relating to, the Services, the Tool, any other Aviatize materials or any Third Party Materials, whether expressly, by implication, estoppel, or otherwise, except as expressly granted to Customer in Article 4. All right, title, and interest in and to the Services, the Tool, and any other Aviatize materials are and will remain with Aviatize or Aviatize BV and the respective rights holders in any Third-Party Materials. All Intellectual Property Rights in improvements and modifications shall belong to Aviatize BV.

6.3. If the Customer or its Operator provides any suggestions, information or user data to help Aviatize improve or modify the Tool and/or the Services (**"Feedback"**), the Customer agrees to assign to Aviatize without any additional consideration the entire worldwide right, title and interest in and to the Feedback provided.

7. THIRD PARTY MATERIALS

7.1. The Tool is integrated with or may otherwise interact with third party services and websites. Certain Services may display, include or make available content, data, information, applications or materials from third parties or provide links to certain third party websites or services (e.g. with regard to weather forecasts, aeronautical data, maps, specific legislation, etc.) (**"Third Party Materials"**). The Customer is responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, legality, decency, quality and/or any other aspect of such Third Party Materials amongst which compliance with:

- any rights of third parties including Intellectual Property Rights, personal data protection rights or other rights related to data;
- or any other rights that may be exerted under any applicable legal instrument, national or regional law or regulation.

Moreover, the Customer shall, as a condition to Aviatize's obligations hereunder, evaluate, accept and comply with the license terms of any Third Party Materials and bear all liability and obligation therefor. If Customer does not agree to abide by the applicable terms for any such Third-Party Materials, then Customer should not install or use such Third-Party Materials.

7.2. The Customer acknowledges and agrees that Aviatize does not bear any responsibility related to the Third Party Materials.

8. USER CONTENT

8.1. The use of the Tool and Service requires that the users, being the Customer and the Operators (**"User(s)"**) provide certain details and information, including but not limited to information relating to the aircraft used, the pilots, the intended flights (**"User Content"**). Such User Content may for instance but without limitation contain : maintenance instructions, maintenance tasks , maintenance intervals, pilot and crew documents such as but not limited to medicals, licenses qualifications and endorsements.

8.2. The Users are solely responsible for the User Content, and for any actions taken on the basis of the User Content. Customer warrants that it will cause its Operators to comply with the terms of this Article 8. Aviatize shall not bear any responsibility or liability in relation to the User Content not being correct, up to date or complete, and Customer will indemnify, defend and hold Aviatize harmless from and against any Claims or Losses arising out of or relating to any User Content.

9. CUSTOMER DATA

9.1. In the event of customization of the Tool and Services on request of the Customer, customization will require that the Customer provides certain information and data in relation to applicable legislation on aircraft, maps concerning sensitive points and any other content necessary for the set-up of the Tool and Services (**"Customer Data"**). Customer Data may include User Content.

9.2. The Customer is responsible for examining or evaluating, before and after the set-up of the Tool and Services, the Customer's Data's accuracy, completeness, timeliness, validity, legality, decency, quality and/or any other aspect of such Customer Data amongst which compliance with:

- any rights of third parties including Intellectual Property Rights, personal data protection rights or other rights related to data;
- or any other rights that may be exerted under any applicable legal instrument, national or regional law or regulation.

9.3. The Customer acknowledges and agrees that Aviatize does not bear any responsibility or liability related to the Customer Data as set out in Article 9.1. Customer will indemnify, defend and hold Aviatize harmless from and against any Claims or Losses arising out of or relating to Customer Data.

9.4. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Operator in connection with the Tool and the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services (**"Customer Systems"**); (d) the security and use of Customers and Operators access credentials; and (e) all access to and use of the Tool, Services and Aviatize materials directly or indirectly by or through the Customer Systems or its or Operators' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

9.5. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Tool and Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data in relation to the Services.



10. FINANCIAL OBLIGATIONS

10.1. Applicable fees and Services pricing (“Price”) are specified in the quotations (“Quotation(s)”) to which the Customer has agreed by accepting the Quotation(s) online through Aviatize’s sales platform.

10.2. Unless stated otherwise in the applicable Quotations, all payments for which invoices are delivered are due upon receipt. If Aviatize has not received payment of the Price by the applicable due date, Aviatize may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law per month from the date payable until full payment is received. If such failure continues for forty-five (45) days following written notice thereof, Aviatize may suspend performance of its obligations under these Terms until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.

10.3. All Prices are in US\$ and are exclusive of applicable sales tax or VAT (Value Added Tax) and all other taxes and duties, with the exception of Aviatize’s corporate taxes. All such taxes and duties, which Aviatize shall have to pay or collect in connection with this Agreement, shall be paid by the Customer in addition to the Prices. All amounts payable to Aviatize under this Agreement shall be paid by Customer to Aviatize in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

11. TERM AND TERMINATION

11.1. The Agreement will enter into force as of the date indicated on the Quotation, or if no such date is indicated on the Quotation, on the date that the Quotation has been accepted by the Customer (the “Effective Date”) and will remain in effect for the Initial Term or until its termination in accordance with the Agreement. The “Initial Term” is specified in the accepted Quotation.

This Agreement will automatically renew for additional successive one (1) year terms in case of a yearly subscription and for additional successive one (1) month terms in case of a monthly subscription, both unless earlier terminated pursuant to this Agreement’s express provisions or either Party gives the other Party written notice of non-renewal prior to the expiration of the then-current term (each a “Renewal Term” and, collectively, together with the Initial Term, the “Term”). Such written notice of non-renewal must be given at the latest thirty (30) days prior to the end of Term in case of a yearly subscription, and at the latest seven (7) days prior to the end of Term in case of a monthly subscription.

A Free Trial Subscription will not renew automatically and cannot be renewed by the Customer. It will expire by operation of law at the end of the Initial Term. The Customer may however enter into a paid subscription.

11.2. In addition to any other express termination rights set forth in this Agreement,

- (a) Aviatize may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than forty-five (45) days after Aviatize’s delivery of written notice thereof; (ii) breaches any of its obligations under Articles 3, 5, 6, 8 or 9; or (iii) the Customer or Operator infringes the Intellectual Property Rights of Aviatize in the Tool or Services;
- (b) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party fails to observe any material obligation under this Agreement, and such failure, when capable of being remedied, is not remedied within 30 (thirty) days of receipt of a default notice sent to the Party in breach, by the first Party; and
- (c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12. EFFECTS OF TERMINATION

12.1. Upon expiration or termination of this Agreement the Customer and its

Operators will no longer have Access Rights to the Tool, and Customer shall immediately cease all use of the Tool, Services and any Aviatize materials and promptly return to Aviatize, or at Aviatize’s written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Aviatize materials or Aviatize’s Confidential Information.

12.2. The following sections of the Agreement shall survive the termination of the Agreement: Intellectual Property Rights (Article 6), Third Party Materials (Article 7), User Content (Article 8), Customer Data (Article 9), Effects of Termination (Article 12), Liability (Articles 13 and 14), Confidential Information (Article 16) and all other provisions that, by their nature, should survive termination or expiration of this Agreement.

13. LIMITATION OF LIABILITY - GENERAL

13.1. Aviatize warrants that the Tool and the Services will conform in all material respects to the standards set forth in Article 14.1 when accessed and used in accordance with these Terms. Aviatize does not make any representations or guarantees regarding uptime or availability of the Tool or Services except as specifically set forth herein. THE FOREGOING WARRANTY DOES NOT APPLY, AND AVIATIZE STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

13.2. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN SECTION 13.1, THE TOOL, SERVICES AND ALL RELATED AVIATIZE MATERIALS ARE PROVIDED “AS IS” AND AVIATIZE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. AVIATIZE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 13.1, AVIATIZE MAKES NO WARRANTY OF ANY KIND THAT THE INTELLECTUAL PROPERTY RIGHTS OF AVIATIZE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13.3. IN NO EVENT WILL AVIATIZE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, COLLABORATORS (as further defined) OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.4. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF AVIATIZE AND ITS LICENSORS, SERVICE PROVIDERS, COLLABORATORS AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PROPORTIONAL SHARE OF THE PRICES CHARGED BY AVIATIZE UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000, WHICHEVER IS HIGHER. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.5. The exclusions and limitations in Section 13.3 and Section 13.4 do not apply to Aviatize’s liability for willful misconduct.

13.6. The provisions in this Agreement on liability and the limitation or exclusion



thereof apply to the benefit of Aviatize, Aviatize BV, and their respective representatives, officers, directors, appointees, employees, freelance collaborators, independent service providers, agents and/or subcontractors, whether acting as individuals or legal entities (together “**Collaborators**”).

These Collaborators cannot be held liable either on the basis of contract or tort or on any other basis, for acts in the context of the performance of the Agreement. The Customer expressly waives any possible claim against these Collaborators, except in the case of proven fraud or intentional harm. These Collaborators will be able to invoke this waiver, and the provisions of this Agreement on liability, in court as a third party beneficiary of this waiver and these provisions.

The provisions in this Agreement on liability and the limitation or exclusion thereof will apply and remain enforceable except to the extent that any mandatory law or regulation, if applicable, requires otherwise. If a court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on Aviatize’s, Aviatize BV’s, and their Collaborator’s liability set forth in this Agreement will apply to the fullest extent permitted by law.

14. LIMITED WARRANTY; ADDITIONAL DISCLAIMERS AND EXCLUSIONS; INDEMNIFICATION

14.1. Subject to the limitations set forth in Article 13, Aviatize will provide the Services and Tool Access in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

Except in cases of willful misconduct, Aviatize disclaims any liability for a lack of security associated with the transmission of information over the Internet.

14.2. Aviatize will make reasonable efforts in order to prevent that the Tool would contain faults, bugs, computer viruses and/or malware. Aviatize cannot be held liable for faults, bugs, computer viruses and/or malware, which the Tool would contain despite its efforts.

14.3. Aviatize disclaims any liability for malfunctioning or temporary or permanent unavailability of the Tool and/or the Services or for any Losses resulting thereof. The Customer acknowledges and agrees that it is familiar with and accepts the inherent vulnerability of the Tool as a software product and an Internet -based application. In the event of unavailability or defect of the Tool or any Services, the Customer acknowledges and agrees that its sole remedy is, at Aviatize’s discretion, either: (i) a new attempt to deliver the Service; or (ii) termination of the Access Rights and refund of the Price in proportion to the duration of the frustrated use.

14.4. The Customer will assess the adequacy of the Tool for the Customer’s and Operators’ purposes. The Customer is responsible for the use of the Tool and Services by the Users, the Users’ compliance with the EULA and the terms of this Agreement, specifically including Article 5 (Restrictions on use), Article 8 (User Content) and Article 17 (Export), as well as for its compliance with Article 7 (Third Party Materials) and Article 9 (Customer Data).

14.5. Customer warrants that its Collaborators and Operators will not direct any claim, whether on the basis of contract, tort or any other basis, against Aviatize, Aviatize BV or their respective Collaborators, in relation to this Agreement. This however does not preclude the Customer from bringing any claim against Aviatize on the basis of damages incurred by the Customer in relation to a Collaborator or Operator, if and to the extent that such claim is available under this Agreement.

14.6. Customer shall indemnify, defend, and hold harmless Aviatize, Aviatize BV, and each of its and their respective Collaborators, affiliates, successors, and assigns (each, a “**Aviatize Indemnitee**”) from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (“**Losses**”) incurred by such Aviatize Indemnitee resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise (“**Claims**”) by a third party that arise out of or result from, or are alleged to arise out of or result from:

(a) Customer Data, including any processing of Customer Data by or on behalf of

Aviatize in accordance with this Agreement;

(b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Operator, including Aviatize’s compliance with any specifications or directions provided by or on behalf of Customer or any Operator unless the Losses were solely caused by any contribution by Aviatize to said materials or information;

(c) allegation of facts that, if true, would constitute Customer’s breach of any of its representations, warranties, covenants, or obligations under this Agreement;

(d) breach of contract, negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Operator, or any third party on behalf of Customer or any Operator, in connection with this Agreement, or;

(e) an agreement entered into between Customer and that third party, in the performance of which agreement, Aviatize could be considered an auxiliary of the Customer.

COMPLIANCE

15. PRIVACY POLICY AND CONSENT WITH USE OF DATA

15.1. Aviatize in its capacity of controller for the processing of personal data, will process personal data on the Customer and contact persons of the Customer for the purposes of management of the sales relationship, legally required purposes linked to this purpose, and direct marketing. The Customer will make sure not to provide any Personal Data on itself or its contact persons to Aviatize unless the Customer has duly informed said individuals on the processing of their personal data in accordance with the Aviatize Privacy Policy.

Moreover, the Customer agrees that Aviatize and Aviatize BV may also collect and use Personal Data of the Users, in order to improve the performance of the Tool. Technical data, such as any Users behavior on the Tool and the corresponding response time of the Tool may be processed in order to make adjustments to improve the usability of the Tool. Aviatize and Aviatize BV will aggregate such data to try and make sure that this information does not identify any persons, such as the Users. In case any person would still be identified or identifiable, the Privacy Policy will apply. The Customer will inform the Users of the Tool on the processing of their Personal Data in accordance with the Aviatize Privacy Policy, as soon as the Users create an account on the Tool. Users will also be informed on the use of cookies by a relevant cookie pop up on the Tool.

15.2. When providing the Services under this Agreement, Aviatize and/or Aviatize BV will also process Personal Data on behalf of the Customer. In that case, Aviatize and/or Aviatize BV acts as processor on behalf of the Customer and shall solely act under the Customer’s instruction in relation to the Customer and Operator Personal Data. The Aviatize Privacy Policy Part II will apply. In that case the Customer is acting as controller for the processing of any Personal Data, and must fully comply with applicable data protection legislation.

15.3. Aviatize’s Privacy Policy is published at www.aviatize.com/privacy-policy.

16. CONFIDENTIAL INFORMATION

16.1. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a



protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

17. EXPORT AND LEGAL COMPLIANCE

17.1. The Customer represents that the Customer and any of its Collaborators, and Operators:

- are not located in a country that is subject to an EU and/or US embargo, or that has been designated by the EU and/or the US as a "terrorist supporting" country, and
- are not listed on any EU and/or US list of prohibited or restricted parties.
- will only use the Tool for civil end-uses and will not use the Tool for any purposes prohibited by applicable law, nor in particular for any purpose connected with chemical or biological or nuclear weapons, or missiles or UAVs capable of delivering such weapons.

17.2. Each Party shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct its respective activities hereunder. In particular, the Customer warrants that it and its Operators will obtain all export permits and consents required in relation to the transfer to or input in the Tool of data that do not fall within the public domain and/or do not stem from public databases.

18. PUBLIC DISCLOSURE

18.1. Aviatize may publicly refer to the identity of the Customer as being a customer of Aviatize for the Tool. Notwithstanding the foregoing, Aviatize shall not use any logo of the Customer without receiving the Customer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

GENERAL PROVISIONS

19. ENTIRE AGREEMENT

19.1. This Agreement together with the Aviatize Privacy Policy and including the Quotations or sales orders agreed to, form the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

20. AMENDMENT; WAIVERS; ASSIGNMENT; EQUITABLE RELIEF

20.1. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20.2. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Aviatize. Any purported assignment or delegation in violation of this Article will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

20.3. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Article 16 or, in the case of Customer,

Articles 5, 6, 7, 8 and 9, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

21. VOID OR UNENFORCEABLE PROVISIONS

21.1. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

22. FORCE MAJEURE

22.1. Neither Party shall be liable for non-performance or delay in performance of any obligation under this Agreement if such non-performance or delay is caused by an event of force majeure or other circumstance that was reasonably unforeseeable, and which prevents a Party from performing the Agreement. On the occurrence of such an event, the affected Party shall immediately inform the other Party of the event, and the reasons why it is not able to perform any or all of its obligations under the Agreement. If within a period of forty five (45) days, the event continues and the Parties are unable to identify a workable alternative, either Party may terminate this Agreement.

23. GOVERNING LAW AND JURISDICTION

23.1. This Agreement is governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona.

23.2. With respect to any dispute arising out of, under, or in connection with this Agreement, the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any claim of forum non conveniens) of any federal or state court located in Maricopa County, Arizona. Before instituting proceedings before the Court, Parties will, however, attempt to negotiate in good faith in order to reach an out-of-court settlement.

Aviatize LLC

4636 E Fighter Aces Dr
Mesa, AZ 85215
USA

www.aviatize.com