

The version of the “FlightAware Terms”, current as of the Effective Date, is applicable to Orders and Licenses hereunder as indicated therein and is hereby incorporated by reference herein. FlightAware Terms and Conditions referenced above are made available at the following URL: <https://flightaware.com/commercial/termsandconditions>. The parties recognize that the URL may change from time to time and agree that any such change will not affect the applicability of the material referenced. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in FlightAware Terms and Conditions.

In consideration of the mutual promises in this Agreement and further conditioned upon timely payment of all License Fees when due, FlightAware will provide access to AeroAPI on a monthly subscription basis and authorize Licensee’s use of the information provided therein (the “AeroAPI Data”) obtained from such access solely to individuals as follows:

Premium License - So long as Licensee is not in breach of this Agreement, FlightAware hereby grants Licensee (including Licensee’s officers, directors, and employees) a limited, non-transferable, non-sublicensable, revocable worldwide license to access and use AeroAPI and the AeroAPI Data solely for the following Licensee’s uses, which include planning, analysis, research, and for the creation and distribution of Licensee’s **Derivative Works** (defined below). All such licensed use shall be the “**Permitted Purposes**” limited for the Term of the Order, and subject to the following permissions and limitations:

Licensee May:

1. Access AeroAPI by any number of simultaneous users by use of a single authorized Licensee account.
2. Search, retrieve, download and store AeroAPI Data.
3. Access AeroAPI solely via [FlightAware’s proprietary API](#).
4. Create and use new data points derived from AeroAPI Data (the “**Derivative Works**”).
5. Use AeroAPI Data and Derivative Works for internal operational use, including but not limited to, uses for customer support, application development, marketing, internal analytics, engineering, maintenance functions, and research & development.
6. Incorporate AeroAPI Data as embedded data or create Derivative Works in a business-to-individual consumer application. An example would be a flight tracking application sold on an application store usable by an individual consumer.
7. Incorporate AeroAPI Data as embedded data or create Derivative Works in a business-to-business application. An example would be an airport resource management tool sold to an airport, and not generally available for individual consumer use.
8. Use AeroAPI Data and Derivative Works for research purposes within a bona fide academic setting. AeroAPI Data may be published in research papers with proper

attribution to FlightAware, but only when AeroAPI Data is provided in other than raw format, either embedded in Licensee’s academic research or otherwise incorporated into Derivative Works of Licensee. The attribution shall be substantially similar to: Contains AeroAPI data © FlightAware LLC [year]. Licensee shall at all times comply with FlightAware’s Brand Guide, available at: <https://flightaware.com/about/logo/>.

9. Provide AeroAPI Data to third-parties with or without additional fee or charge to such third-parties and solely for the Permitted Purposes, but not via the AeroAPI API and only when AeroAPI Data is provided in other than raw format, either embedded in Licensee’s product (e.g., a software application) or otherwise incorporated into a Derivative Work created by Licensee.

Licensee Shall Not:

1. Lend, rent, sell or grant sublicenses, leases or any other rights to access AeroAPI.
2. Access AeroAPI or use AeroAPI Data for any other purposes other than as provided under this Agreement.
3. Sell, sublicense, or otherwise transfer any part of the AeroAPI Data other than except as expressly permitted in this License.
4. Reverse engineer, disassemble, or decompile the AeroAPI API or AeroAPI Data, or any password or security device used with AeroAPI, or make any attempt to discover the source code or scripts used to provide AeroAPI.
5. Modify the AeroAPI API or the AeroAPI Data without the prior written permission of FlightAware.
6. Remove any FlightAware or third-party names, trademarks, copyright notices or other proprietary rights notices.
7. Use AeroAPI access or the AeroAPI Data in any way that violates or may violate rights of publicity or privacy of any individual.
8. Use AeroAPI Data for commercial aircraft situational displays.
9. Store AeroAPI data in raw format as received via AeroAPI for a period longer than thirty (30) days from the date first received by Licensee. Derivative Works may be stored in perpetuity.
10. Use the AeroAPI Data in conjunction with or as a backfill to data sourced from any other real-time or near-real-time flight data provider without the prior written permission of FlightAware.
11. Use AeroAPI or the AeroAPI Data in any way that may infringe any copyright or proprietary interests of FlightAware or FlightAware’s third-party data providers, or any other third parties.
12. Use AeroAPI or AeroAPI Data (including historical data) to substantiate claims received directly from passengers in regard to passenger claims or actions against air carriers, for example actions pursuant to EU Regulation 261/2004, the United Kingdom’s APR, Canada’s APPR, and other similar regulations.

13. With the exception of [FlightAware's proprietary API](#), including AeroAPI (this product), access AeroAPI with any program, collection agent, or "robot" for the purpose of automated retrieval or display of content.
14. Permit, directly or indirectly, the use of any FlightAware Foresight data or Derivative Works obtained from AeroAPI FlightAware Foresight end points, including any related calls, by airlines (as defined by 14 CFR Part 121 and equivalent scheduled air carriers). This is a material term of the Agreement and the breach is cause for immediate termination.

During the term of this License, the AeroAPI shall be available with a monthly uptime percentage of at least 99.5% of time based on FlightAware's multi-continent, load-balanced, redundant infrastructure. "Available" means AeroAPI is being delivered to the demarcation point between FlightAware's network and the Internet. FlightAware shall measure on availability against the License on a calendar-month basis. For the Purposes of this License, "Outage" means an interruption of service such that AeroAPI is not available for a continuous period of 901 seconds or more, excluding any interruption resulting from i) a force majeure event, ii) an act or omission attributable to Licensee, or iii) "Scheduled Maintenance" as defined in paragraph b. below. If, in a given calendar month, AeroAPI is not Available, Licensee has the right to receive, as liquidated damages and not as a penalty, the associated service credits as described in paragraph a. below:

- a. For a monthly uptime percentage:
 - I. Less than 99.5% and greater than or equal to 98% a service credit equal to 15% of Licensee's monthly AeroAPI service charge for that month, to be applied to the Licensee's next invoice;
 - II. Less than 98% a service credit equal to 25% of Licensee's monthly AeroAPI service charge for that month, to be applied to the Licensee's next invoice;
 - III. Licensee to submit a claim for liquidated damages within ten (10) days from the disruption end date;
 - IV. The Service Credits shall be a credit against the invoice to which such credit applies only;
 - V. No Service Credits shall survive expiration or termination of this License. Service Credits have no cash value.
- b. For purposes of this License, "Scheduled Maintenance" means any interruptions to AeroAPI pursuant to the following schedule:
 - I. Down-time of 20 min maximum between 22:00 U.S. USA CT and 04:00 U.S. USA CT;
 - II. Maximum twice per year: maintenance and upgrade downtime for a cumulative period of 2h maximum, between Sat 22:00 USA CT and Mon 04:00 USA CT;
 - III. Maximum twice per quarter: release downtime for a cumulative period of 30 min maximum, between Sat 22:00 USA CT and Mon 04:00 USA CT.

Ownership and Use of Data Services and AeroAPI Data - Licensee agrees that AeroAPI Data, the AeroAPI API, and all associated documentation are owned by and shall remain the exclusive property of FlightAware. No rights are granted or conveyed by FlightAware other than as expressly stated in this Agreement, and nothing in this Agreement will be deemed to otherwise grant a party any license, sublicense, copyright interest, proprietary right, or other claim against or interest in the other party's copyrights, patents, trade secrets, or other intellectual property. Licensee agrees that all FlightAware data provided or available to Licensee or Licensee Users through AeroAPI is owned either by FlightAware or by FlightAware's third-party data providers, and that Licensee does not and shall not acquire any ownership or interest whatsoever in such data.

WARRANTY DISCLAIMER & ASSUMPTION OF RISK: OTHER THAN THOSE TERMS CONTAINED WITHIN THE SERVICE LEVEL AGREEMENT FOR THIS AEROAPI PREMIUM LICENSE, AEROAPI (INCLUDING WITHOUT LIMITATION THE AEROAPI API AND AEROAPI DATA) IS PROVIDED **AS-IS** AND WITH **ALL FAULTS**. NO WARRANTY OF ANY KIND IS PROVIDED WITH RESPECT TO AEROAPI UNDER THE TERMS OF THIS PREMIUM LICENSE. FLIGHTAWARE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR OF MERCHANTABILITY. LICENSEE ASSUMES ALL RISKS ASSOCIATED WITH ACCESSING AEROAPI AND USE OF AEROAPI DATA.

Compliance Certification

The information provided in this certification (“**Certification**”) will be used by FlightAware to ensure compliance with U.S. export control and sanctions laws and regulations, and the export control and sanctions laws and regulations of other applicable jurisdictions (collectively, “**Applicable Export Controls and Sanctions**”). By agreeing to this Certification, the Licensee acknowledges that Data Services supplied by FlightAware are subject to Applicable Export Controls and Sanctions, and the Licensee certifies and represents that:

1. The Data Services will not be used for any prohibited purpose or end use, will not be re-exported or otherwise transferred to any prohibited country or person, and will not be used in connection with weapons proliferation, including but not limited to: chemical, biological, or nuclear weapons or items capable of delivering such weapons; nuclear end uses; rocket systems; unmanned aerial vehicles; satellite usage; missiles or missile-related applications; or military applications, end uses, or end users unless the required authorization is first obtained from the relevant government agency as required by Applicable Export Controls and Sanctions;
2. Licensee will not re-export or otherwise transfer the Data Services, either in their original form or after being incorporated into other products, directly or indirectly to Cuba, Iran, North Korea, Sudan, Syria, Russia, Belarus, the Crimea Region of Ukraine, the Donetsk and Luhansk regions of Ukraine, or any other region of Ukraine subject to sanctions, or the governments of those countries or regions;
3. Data Services will not be for use in a vessel or aircraft that is controlled, chartered, or leased by a national, wherever located, of Cuba, Iran, North Korea, Sudan, Syria, Russia, Belarus, the Crimea Region of Ukraine, the Donetsk and Luhansk regions of Ukraine, or any other region of Ukraine subject to sanctions, or in a vessel or aircraft identified on the U.S. Commerce Department’s General Prohibition List;
4. Licensee and its transferee(s) and end user(s) are not prohibited by Applicable Export Controls and Sanctions and are not named on the U.S. Commerce Department’s Denied Persons List, the U.S. Treasury Department’s Specially Designated Nationals and Blocked Persons List (and are not owned 50 percent or more individually or in the aggregate by one or more named entities), or the U.S. Department of State’s Debarred List;
5. Licensee and its transferee(s) and any end user(s) are not named on any of the following lists to the extent being named on such list would prohibit Licensee, its transferee(s), or end user(s) from receiving Data Services or from engaging in any activity in connection with the transaction: the U.S. Commerce Department’s Entity List or Unverified List; the U.S. Treasury Department’s Sectoral Sanctions Identification List (and are not owned 50 percent or more individually or in the aggregate by one or more named entities); or the U.S. Department of State’s CAATSA Section 231(d) List;
6. Licensee and its transferee(s) and end user(s) are not debarred, suspended, prohibited, restricted, or otherwise impaired by any relevant government agency from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining the Data Services;
7. Licensee will ensure that the Data Services are not used for any military end use or by any military end users in contravention of Sections 744.21 or 746.3 of the EAR or in contravention of arms embargoes or dual-use regulations of any country or jurisdiction to which the Data Services are subject; and
8. Licensee will ensure that the Data Services are not used directly or indirectly in Russian oil or gas industry activities in contravention of the EAR, including but not limited to Section 746.5, Section 744.10, and Section 744.16, or other Russian oil or gas industry regulations of any country or jurisdiction to which the Data Services are subject; and will ensure that the Data Services are not used in any manner, including on aircraft owned, leased, or otherwise used directly or indirectly by, or for the benefit of, Gazprom, Gazpromneft, Lukoil, Rosneft, Surgutneftegas, any other entity identified pursuant to Executive Order 13662 as subject to Directive 4, or any entity owned 50 percent or more individually or in the aggregate by one or more identified entities, where such use would violate the restrictions defined in Directive 4.
9. Licensee will ensure that the Data Services are not used for any supercomputer end use, semiconductor manufacturing end- use, or any other prohibited end use in conflict with Section 744.23 of the EAR.

Licensee certifies that to the best of their knowledge, the information set forth in this Certification is accurate, current, and complete and that Licensee is duly authorized to provide this Certification and representation on behalf of Licensee’s organization.

If there are additions or changes to the information provided in this Certification, Licensee will provide the new information to FlightAware, in writing, immediately.