September 2026

FLIGHTAWARE® TERMS AND CONDITIONS

These Terms and Conditions (the "**Terms**") between FlightAware LLC, a Texas limited liability company ("**FlightAware**") and you (the "**Licensee**") govern the sale, delivery, acceptance, and subsequent use of FlightAware Data and services, including without limitation through FlightAware products, reports, https://flightaware.com, and any FlightAware API and software (as applicable) necessary for access (collectively, "**Data Services**"). "**FlightAware Data**" shall mean data sets and feeds obtained through the Data Services, as further described in applicable Order. FlightAware and Licensee may be collectively referred to as "**Parties**" or individually as "**Party**".

In addition to these Terms, Data Services licensed through https://flightaware.com are subject to Terms of Use and Privacy Notice (collectively "**Additional Terms**"). By using the Data Services, Licensee agrees the Additional Terms apply.

ART. 1. PROVISION OF DATA SERVICES

1.1 FlightAware licenses Data Services either via web-based forms completed by Licensee through self-sign-up at https://flightaware.com or via orders facilitated by FlightAware personnel (collectively, the "**Order**" or "**Orders**").

1.2 Each Order will be effective when executed by both Parties (the "**Effective Date**") and will form a separate agreement which incorporates these Terms. The Effective Date for web-based Orders shall be the date Licensee completes the self-sign-up. The Effective Date for non-web-based Orders shall be according to the Order's express terms or, if no Effective Date is stated on the Order, then the last date in the signatory block of the Order executed by both Parties.

1.3 Orders shall specify the Data Services to be provided, the specific license terms, the length of license term, license fees and any other costs associated with the Data Services, and all other relevant and material terms specific to the Order.

1.4 Terms Control. These Terms and Orders are to be read together and harmonized. Negotiated clauses in Orders control over a conflicting Article in these Terms, if the Order specifically provides separate negotiated terms or references a conflicting Article. Otherwise, in the event of a conflict between these Terms and Order, these Terms shall control.

ART. 2. DELIVERY, ACCEPTANCE AND TITLE

Data Services are accepted by Licensee upon delivery by FlightAware. Delivery occurs when FlightAware first makes any data available for use by Licensee.

ART. 3. INTELLECTUAL PROPERTY, SCOPE OF LICENSE AND PROPRIETARY RIGHTS

3.1 Intellectual Property Rights. All text, software (including source and object codes), visual, oral or other digital material, advice, counseling, information, data (including all data developed, collected, or otherwise obtained by FlightAware during or in relation to the Data Services, and all other content of any description available through or included in the Data Services (collectively, the "**Content**"), and all world-wide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights, and all other rights in or relating to the Content and Data Services (collectively, the "**Intellectual Property**") are owned by FlightAware and/or another FlightAware affiliated entity and/or their licensors. Licensee may only use the Content (excluding any source code), Data Services, or Intellectual Property as expressly permitted in these Terms and for no other purposes.

3.2 Feedback. With respect to any feedback, questions, comments, suggestions, ideas, graphics or computer files of any type provided to FlightAware in relation to the Data Services (collectively "**Feedback**"), Licensee grants FlightAware a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, prepare derivative works and distribute such Feedback (in whole or in part and without any obligation of attribution) worldwide and to incorporate it in other works in any form, media or technology now known or hereafter developed.

3.3 Limited Licenses – FlightAware does not convey any rights or interests to Licensee other than licenses. Licenses are personal to the Licensee specified in the Order and may not be transferred or sub-licensed by Licensee except as expressly authorized in either these Terms or in the Order.

3.4 License for Data Services

i. Conditioned on compliance with these Terms and the Order, Licensee is granted a personal, revocable, non-exclusive, nontransferable, non-sublicensable license to utilize Data Services as described in the Order. Any rights granted are licensed and not sold or otherwise transferred or assigned to Licensee. Licensee is not granted title to Data Services or any data provided through them. No other use of the Data Services is permitted by Licensee.

ii. Data Services will begin on the date specified in the Order, for the length of term specified in the Order.

iii. Licensee may retain and store FlightAware Data for a maximum of twenty-four (24) hours from receipt, or as otherwise allowed in the Order.

iv. Licensee shall maintain reasonable and appropriate processes and mechanisms to store FlightAware Data in compliance with the time limits of the license. Upon expiration or termination of the Order, Licensee will eliminate FlightAware Data from Licensee's data centers and other systems.

v. Licensee shall comply with all applicable laws and regulations related to use of FlightAware Data and Data Services.

3.5 License and Terms Specific to Aireon Space-Based ADS-B Data ("**Aireon SBADS-B Data**"). Solely to the extent that any Data Services include Aireon SBADS-B Data, then the following non-negotiable terms as required by Aireon apply with respect thereto:

i. Part or all of FlightAware Data provided by FlightAware to Licensee under these Terms will be Aireon SBADS-B Data supplied by and licensed to FlightAware by Aireon, LLC ("**Aireon**"). These Terms, however, are solely between Licensee and FlightAware. Notwithstanding anything to the contrary herein or in any agreement between Licensee and FlightAware, Licensee agrees that Licensee's only recourse with respect to any issues or concerns related to Licensee's use, availability, reliability, or accuracy of Aireon SBADS-B Data supplied by Aireon to FlightAware is with FlightAware, and not with Aireon or Aireon's affiliates.

ii. The Aireon SBADS-B Data are owned and reserved by, Aireon including all industrial and proprietary rights therein and thereto. All intellectual property rights and ownership in Aireon SBADS-B Data and modifications thereto and derivatives thereof are retained by Aireon.

iii. FlightAware grants Licensee (or any permitted successor, assignee or affiliate thereof) a nonexclusive, worldwide license for the Order Term to use Aireon SBADS-B Data solely as permitted in applicable Order. Aireon SBADS-B Data may not be used for any other purpose, including, without limitation, to provide or enable the provision of, directly or indirectly, Air Traffic Services, in-flight or on-ground navigation, traffic advisories or airport operations. "**Air Traffic Services**" means the use of the Aireon SBADS-B Data for air traffic control, air space management or air traffic flow management; provided, however, Air Traffic Services do not include flight following and flight tracking by commercial airlines and other aircraft operators for their own internal aircraft operations.

iv. Licensee's right to use Aireon SBADS-B Data is personal to Licensee. Licensee shall not sublicense, assign or transfer the Aireon SBADS-B Data or Licensee's rights to use Aireon SBADS-B Data, to any third-party, except in connection with the permitted use as detailed in the Order. Additionally, Licensee shall not authorize any portion of Aireon SBADS-B Data to be copied onto or accessed from another individual's or entity's systems or facilities, in each case except as expressly permitted under these Terms.

v. Licensee is prohibited from: (a) using the Aireon SBADS-B Data on behalf of third-parties; (b) renting, leasing, lending or granting other rights in Aireon SBADS-B Data including rights on a subscription basis; and/or (c) providing use of Aireon SBADS-B Data in a data service business, third-party outsourcing facility or service, service bureau arrangement, network, or time sharing basis.

vi. Licensee agrees that Aireon SBADS-B Data will not be shipped, transferred or exported into any country or used in any manner prohibited by any laws or regulations applicable to Aireon and FlightAware. If FlightAware determines in its sole discretion that the use of Aireon SBADS-B Data is prohibited by such laws or regulations or if Licensee otherwise violates these Terms, FlightAware has the right to suspend access and use of Aireon SBADS-B Data by Licensee, including immediately terminating these Terms. Licensee agrees not to use or transfer Aireon SBADS-B Data to any jurisdiction if such use or transfer will cause Aireon or FlightAware to violate such laws or regulations.

3.6 Termination of License Terminates Sublicenses. Upon termination of any licenses to Licensee, all sublicenses under the terminated license also terminate.

3.7 License Grant by Licensee to FlightAware. Licensee hereby grants to FlightAware and its affiliates: a royalty-free, worldwide, non-exclusive, sublicensable, perpetual and transferable license to use any Licensee data processed under the Data Services (the "**Licensee Data**") (i) for the purpose of FlightAware delivering or performing the Data Services; (ii) for data analytics to improve the Data Services FlightAware offers; and (iii) to create, compile, and/or use as aggregate datasets, which will be owned by FlightAware and its affiliates. The Parties recognize and agree that Licensee data shall not contain any personal data and FlightAware shall bear no responsibility nor have any liability to Licensee for Licensee Data.

ART. 4. STANDARD TERMS FOR DATA SERVICES

4.1 FlightAware will distribute Data Services to Licensee as described in the Order.

4.2 Licensee will import Data Services in a secure way and only for use by authorized parties as described in the Order.

4.3 Licensee is not allowed to re-sell or redistribute Data Services to any third-party unless expressly authorized in the Order.

4.4 Licensee agrees that any data in any form provided by FlightAware to Licensee under these Terms (including any data provided to FlightAware by Licensee for inclusion in the Data Services) is not intended to be used for, directly or indirectly, and may not be used for, directly or indirectly, a) any safety of life activities, safety critical activities, real-time or near real-time in-flight or on-ground navigation for aircraft or any other vehicle or equipment, collision avoidance, air traffic control, airport operations control, or aircraft separation, or any similar uses where an intended end-use of the Data Services is real-time avoidance of property damage, loss of life, or personal injury; b) mass surveillance, racial profiling, or any use that violates or encourages the violation of basic human rights; c) to distribute false, misleading, disparaging or obscene information or content; d) to provide fully automated decision making in connection with use cases involving the risk of loss of life, or property; e) in a manner that impersonates another for deceptive purposes or conceals the fact a user is interacting with artificial intelligence; or f) to distribute or intentionally generate malware or other harmful code.

4.5 Licensee acknowledges that Data Services are subject to geographical and technical coverage restrictions, which vary by aircraft operator and location.

4.6 Licensee shall not reverse engineer, disassemble, or decompile the Data Services or the FlightAware Data, or any password or security device used with the Data Services, or make any attempt to discover the source data, source code or scripts used to provide the Data Services or the FlightAware Data.

4.7 Licensee shall not use, or permit any third party to use,

directly or indirectly, Data Services, or any analyses, models, or other outputs derived from the Licensed Data, in connection with any betting, wagering, gambling, prediction market, event contract, or similar platform or product that enables participants to place, trade, or settle positions based on the occurrence or outcome of future events. Any such use constitutes a material breach of these Terms.

4.8 Licensee shall not disclose, transfer, process, upload or otherwise use any data provided by FlightAware with any AI System without FlightAware's prior written authorization. For purposes of these Terms, "**AI System**" means any system that implements Artificial Intelligence, and "**Artificial Intelligence**" means any technology that can make decisions, create predictions, generate content, recognize patterns, or perform tasks that ordinarily require human intelligence without being explicitly programmed to do so, including without limitation generative artificial intelligence, large language models, and/or machine learning systems.

4.9 Third-Party Suppliers. FlightAware products and services may rely, in whole or in part, on third-party suppliers that impose terms and restrictions upon FlightAware that FlightAware must flowdown to its customers ("**Supplier Flowdowns**"). If due to changes in Supplier Flowdowns Licensee determines to terminate the affected Data Services, Licensee may notify FlightAware in writing of its determination and reasons therefore, in which case FlightAware shall provide a written response to Licensee's notification. Following receipt of FlightAware's response, if Licensee still wishes to terminate affected Data Services, FlightAware shall permit Licensee to terminate the relevant portion of the affected Data Services and/or the applicable Order within thirty (30) days' written notice without penalty or further payment obligations, provided Licensee pays FlightAware at the agreed-upon rates for Data Services actually provided through the effective date of such termination and FlightAware refunds to Licensee a pro-rata portion of the purchase price for the Data Services.

ART. 5. CHARGES AND TERMS OF PAYMENT

5.1 The license fee for each Data Services licensed hereunder will be specified in the applicable Order (the "**License Fee**"). In no event shall any charges exceed the rates set forth in the Order, or if not set forth in the Order, FlightAware's applicable standard published rates, which published rates FlightAware shall provide to Licensee upon request.

5.2 FlightAware will invoice Licensee in accordance with the applicable Order, or otherwise upon delivery, due and payable within thirty (30) days of the invoice date. Payments shall be made in US Dollars.

5.3 In the event that payment is not paid in full when due, FlightAware shall assess, and Licensee shall pay a late payment charge equal to the greater of i) US$20.00 or ii) 1.5% of the outstanding unpaid balance per month.

5.4 If Licensee disputes an invoice, Licensee shall promptly notify FlightAware of the dispute, and in any event within thirty (30) days of the grounds therefore becoming known to Licensee, the amount disputed, stating within such notice the reasons Licensee believes the disputed amount was improperly invoiced. Licensee shall pay the undisputed portion of every invoice when due. The Parties shall attempt to resolve any dispute in accordance with Art. 22, below.

5.5 Except as stated in Article 5.4 above, Licensee hereby waives any right to dispute any invoice more than one hundred twenty (120) days after such invoice was issued by FlightAware.

5.6 Price Adjustments. FlightAware may increase prices after reasonable notice to Licensee, which notice shall in no event be less than thirty (30) days' prior notice. Licensee may reject any such price increase by written notice received by FlightAware prior to the date such price increase is to go into effect. Upon receipt of such rejection notice FlightAware shall terminate the Order and Licensee shall be under no additional payment obligation. Licensee's continued use of Data Services following notice and absent objection constitutes Licensee's acceptance of such price increase.

ART. 6. TAXES

6.1 For the purposes of these Terms, taxes shall include, but not be limited to, sales taxes; use taxes; withholding taxes; value added taxes; goods and services taxes; stamp taxes; excise taxes; gross receipts taxes; transfer taxes; profits taxes; turnover taxes; port dues; import, export and custom duties; and any related penalties and interest or other similar taxes ("**Taxes**").

6.2 All fees stated in these Terms or in the Orders shall be exclusive of Taxes.

6.3 Licensee shall pay the cost of any Taxes which FlightAware is required by applicable law to charge to Licensee as a result of the transactions contemplated by these Terms, unless Licensee have timely provided to FlightAware a valid and properly completed exemption certificate certifying that Licensee is not subject to such Taxes.

6.4 FlightAware shall have no liability for any Taxes, whether imposed on FlightAware or Licensee, in connection with the performance by FlightAware of its obligations under these Terms other than, for the avoidance of doubt, taxes imposed on FlightAware's net income.

6.5 In the event any amounts described in Art. 6.4 (other than, for the avoidance of doubt, taxes imposed on FlightAware's net income) are imposed on FlightAware, Licensee shall reimburse the FlightAware for such amounts within 15 days of written request.

6.6 All payments shall be made without deduction or withholding. In the event that Licensee is required by any law to make any deduction or withholding from any amount payable to FlightAware, then the amount payable to FlightAware shall be increased such that after all deductions and withholdings, the amount paid to FlightAware shall be equal to the amount to which FlightAware would have been entitled under these Terms had no deduction or withholding been required.

6.7 Any amounts withheld by Licensee shall be timely remitted to the relevant authority as required by law. Licensee shall promptly provide FlightAware with an official receipt or certificate in respect of the payment of such amounts.

6.8 Both Parties agree to co-operate to eliminate or reduce, consistent with applicable law, any Taxes or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional

Taxes or similar charges which increase its financial liability during the Order Term, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional Taxes or similar charges; provided, however, that neither Party need take any steps which, in its reasonable opinion and acting in good faith, would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

ART. 7. REPRESENTATIONS AND DISCLAIMERS

7.1 FlightAware provides the following representations:

i. FlightAware has the requisite corporate power and authority to enter into each Order;

ii. FlightAware has the right to furnish the Data Services free of all liens;

iii. Data Services will be provided by qualified personnel consistent with commercially reasonable standards;

iv. FlightAware shall comply with applicable (i) laws, regulations and government-issued rules, and (ii) self-regulatory standards established by FlightAware. As a general example and not a limitation, FlightAware shall comply with the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act of 2010 (together, the "**Anti-Bribery Laws**"); and

v. FlightAware will use commercially reasonable efforts to (i) provide Data Services without any viruses, or similar programs or mechanisms that disrupt, modify, delete, harm or otherwise impede the operation of Licensee's systems ("**Destructive Elements**"); (ii) test Data Services prior to delivery to Licensee; and (iii) expeditiously incorporate, install and make available all security patches, bug fixes and/or modifications required to render the Data Services free from known security risks.

7.2 DISCLAIMERS:

i. FLIGHTAWARE DOES NOT WARRANT THAT THE DATA SERVICES WILL OPERATE EITHER UNINTERRUPTED OR ERROR-FREE. UNLESS A DIFFERENT STANDARD IS EXPRESSED IN THE ORDER, FLIGHTAWARE DISCLAIMS ANY LIABILITY FOR THE ACCURACY, QUALITY, AVAILABILITY OR COMPLETENESS OF DATA SERVICES, INCLUDING ANY RECEIVED BY FLIGHTAWARE FROM THIRD-PARTIES. DATA SERVICES ARE PROVIDED "*AS-IS*" AND WITH "*ALL FAULTS*". EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ART. 8. TERM AND TERMINATION

8.1 Order Term. Each Order will become effective as of its stated Effective Date and will expire on its stated term (the "**Order Term**"), unless sooner terminated under these Terms. Unless otherwise provided in the Order, the Order Term will extend for additional automatic terms, and FlightAware reserves a right to terminate any Order by providing Licensee a prior written notice of its intent to not renew before the expiration of the then-current term.

8.2 Termination for Cause. In addition to any other rights either Party may have, including under Arts. 5.4 above and 22 below:

i. Other than in the event of an invoice dispute under Art. 5.4, either Party may terminate the Order upon a material breach which remains uncured after thirty (30) days' written notice.

ii. FlightAware may immediately terminate any and all Orders for cause if Licensee fails to pay any undisputed fee when due under any Order following attempted resolution in accordance with Art. 5.4.

iii. Upon termination for cause, Licensee shall pay FlightAware at the agreed-upon rates for Data Services actually provided through the effective date of termination, plus the lesser of (i) all fees remaining to be paid during the balance of the terminated Order, or (ii) twelve times the average monthly payment invoiced by FlightAware during the twelve months (or any portion thereof) of the Order Term of the Order immediately preceding the date of termination. Licensee agrees that FlightAware's damages in the event of breach would otherwise be difficult or impossible to quantify, such that this clause shall constitute liquidated damages and not a penalty in such event, plus any late fees as may be assessed under Art. 5.3.

8.3 Discontinued Data Services. In the event FlightAware discontinues offering any Data Services during the Order Term, Parties agree to mutually negotiate a transition to other Data Services when available at the then current rates. In the absence of such agreement, either Party may terminate an applicable Order with no further liability to the other Party, provided Licensee pays FlightAware at the agreed-upon rates for Data Services provided through the effective date of such termination.

8.4 Termination for Insolvency. If either Party (i) becomes insolvent; (ii) voluntarily becomes the subject of any insolvency proceeding; whether under the United States Bankruptcy Code or other applicable insolvency law; (iii) involuntarily becomes the subject of any insolvency proceeding, whether under the United States Bankruptcy Code or other applicable insolvency law, that is not dismissed within sixty (60) days; (iv) makes any assignment for the benefit of a Party's creditors; (v) consents to or is subject to the appointment of a receiver, liquidator or trustee of any of a Party's assets; (vi) generally fails to pay its obligations as they come due; or (vii) experiences the liquidation, dissolution or winding up of its business (each, an "**Event of Insolvency**"), then the Party affected by any Event of Insolvency must immediately give notice of the Event of Insolvency to the other Party, and the other Party may terminate all Orders by notice to the affected Party.

ART. 9. LIMITATION OF LIABILITY

9.1 THE AGGREGATE LIABILITY OF FLIGHTAWARE AND ITS SUPPLIERS AND LICENSORS TO LICENSEE FOR ALL CLAIMS RELATED TO DATA SERVICES, OR FLIGHTAWARE'S PERFORMANCE OR LACK OF

PERFORMANCE OF ANY ORDER, WHETHER BASED ON AN ACTION IN CONTRACT, EQUITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, TORT OR OTHER THEORY, EVEN IF FLIGHTAWARE HAS BEEN ADVISED OF THE POSSIBILITY OF THAT LIABILITY, WILL NOT EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF AGGREGATE FEES ACTUALLY PAID BY LICENSEE TO FLIGHTAWARE DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY (OR IF THE LIABILITY ARISES IN THE FIRST TWELVE (12) MONTHS OF PERFORMANCE OF THE ORDER, THE AMOUNT OF FEES PAYABLE BY LICENSEE TO FLIGHTAWARE DURING THE FIRST TWELVE (12) MONTHS OF SUCH ORDER).

9.2 NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL FLIGHTAWARE, ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS EVEN IF FLIGHTAWARE OR LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

ART. 10. INDEMNIFICATION

10.1 Each Party shall, at its own expense, defend, indemnify and hold harmless the other Party, its parent, and its respective employees, agents, subsidiaries, and affiliates, from and against any and all claims, losses, judgments, costs, awards, expenses (including reasonable attorneys' fees, expert witness fees and costs of settlement) where damages are suffered by the Party to be indemnified arising out of an act or omission of the indemnifying Party, which act or omission proximately causes a violation of an applicable law, or other legally enforceable and applicable government ordinance, requirement, mandate, or regulation.

10.2 Licensee will, at its own expense, defend, indemnify and hold harmless FlightAware and its respective employees, agents, subsidiaries, and affiliates, from and against any and all claims, losses, judgments, costs, awards, expenses (including reasonable attorneys' fees, expert witness fees and costs of settlement) and liability of any kind arising out of or relating to:

i. actual or alleged infringement or violation of any intellectual property right, including, without limitation, trademarks, service marks, patents, copyrights, misappropriation of trade secrets or any similar proprietary rights, Confidential Information or any violation of any third-party rights based upon Licensee's use of the Data Services; and

ii. any use of Data Services in any manner which fails to comply with the applicable license and permitted use terms, conditions and restrictions.

10.3 If any Data Services become, or in FlightAware's sole discretion are likely to become, the subject of an intellectual property infringement claim based on an allegation that Data Services rendered or sold by FlightAware under these Terms directly infringe a valid and enforceable United States patent, FlightAware shall defend or at its option settle, any claim, suit, or proceeding ("**Claim**") brought against Licensee, and FlightAware shall indemnify Licensee against any court awarded damages incurred by Licensee as a result of such Claim, provided: (a) FlightAware is notified promptly by Licensee in writing of the Claim and (b) FlightAware is given exclusive authority by Licensee and reasonable information and assistance by Licensee for the defense and/or settlement thereof. In addition to FlightAware's rights and obligations in the foregoing sentence, if, in FlightAware's reasonable opinion, sale or use of any Data Services to Licensee under these Terms is likely to be enjoined, FlightAware may, at its option: (a) obtain for Licensee the right to continue using the Data Services; (b) replace the Data Services with non-infringing goods; (c) modify the Data Services so they become non-infringing; or (d) refund to Licensee a pro-rata portion of the purchase price for the Data Services. FlightAware has no liability for, and will not indemnify, any Claim based upon any infringement: (a) by Data Services rendered according to a design, specification, or instruction provided or requested by Licensee; (b) based upon the combination, operation or use of the Data Services with other products, services, processes or data not supplied by FlightAware; (c) resulting from changes made to the Data Services without FlightAware's prior written consent, or (d) resulting from improvements and modifications to Data Services, including derivative works, made by Licensee. Notwithstanding any other Article to the contrary, the foregoing in this Article 10.3 states the entire obligation of FlightAware with respect to intellectual property infringement indemnification.

10.4 The indemnified Party will give the indemnifying Party a prompt written notice of any threat, warning or notice of any such claim or action.

10.5 The indemnifying Party may conduct the defense of any such claim or action and, consistent with the indemnified Party's rights, all negotiations for its settlement. The indemnified Party may participate in such defense or negotiations to protect its interests. Unless the indemnified otherwise agrees, any settlement reached shall be confidential, shall contain no admissions of wrongdoing or fault on the part of the indemnified, and will not obligate the indemnified in any way.

10.6 This Article 10 contains the entirety of FlightAware's indemnification obligations to Licensee.

ART. 11. CONFIDENTIAL INFORMATION, DATA PRIVACY AND CYBERSECURITY

11.1 Confidential Information.

i. Definitions. Each Party (the "**Disclosing Party**") may from time to time during the term of the Order disclose to the other Party (the "**Receiving Party**") certain non-public, commercially proprietary or sensitive information, which shall be designated and marked as "confidential" or "proprietary" or similar designation, that relates to the past, present or future business activities of the Disclosing Party or its subsidiaries or affiliates, or their respective employees, customers or third-party suppliers or contractors, including technical, marketing, financial, employee, planning, and other confidential and proprietary information (the "**Confidential Information**").

ii. Duty of Care. The Receiving Party will hold such

Confidential Information as is actually designated in a clear and conspicuous way in trust and confidence for the Disclosing Party and, except as may be authorized by the Disclosing Party, will not disclose such information to any person, firm or enterprise. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by the Disclosing Party, and will treat all Confidential Information of the Disclosing Party with the same degree of care that the Receiving Party treats its own confidential or proprietary information, but in no event less than reasonable care. The Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's employees, and to any of the Receiving Party's contractors who are bound to the Receiving Party by confidentiality obligations substantially equivalent to those set forth in this Art. 11, solely as required in order for the Receiving Party, but only to the extent those employees or contractors have a need to know such Confidential Information in performance of the Parties' mutual purposes under the Order, or in the case of Licensee, as and to the extent necessary for the conduct of its business or to the extent necessary for performance of services for Licensee but subject to and in compliance with these Terms. Receiving Party may disclose Disclosing Party's Confidential Information to its professional advisors, and to the employees and contractors of its parent, subsidiaries and subsidiaries of its parent who are bound to the Receiving Party by confidentiality obligations substantially equivalent to those set forth in this Ar.11 and bound to use such Confidential Information solely for the benefit of the Receiving Party. Except as expressly stated herein, FlightAware shall not resell, assign, or permit any third-party to access Licensee's Confidential Information, any other Licensee data, or Licensee systems. Except as expressly stated herein, Licensee shall not resell, assign, or permit any third-party to access FlightAware's Confidential Information, any FlightAware data, or the Data Services, all of which are the Confidential Information of FlightAware.

iii. Exclusions. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information:

a. was already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party;

b. is subsequently learned from an independent third-party free of any restrictions and without breach of these Terms, any Order or any other agreements;

c. is or becomes publicly available through no wrongful act of the Receiving Party; or

d. is independently developed by the Receiving Party without reference to any Confidential Information.

iv. Disclosure under law, rule or order. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under applicable law, rule or order, provided that the Receiving Party, where reasonably practicable and to the extent legally permissible, provides the Disclosing Party with prior written notice of the required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy, and provided further that the Receiving Party discloses no more Confidential Information of the Disclosing Party than is reasonably necessary in order to respond to the required disclosure in the opinion of the Disclosing Party's legal counsel.

v. Breach or Threatened Breach. In the event of a breach or threatened or attempted breach of the Receiving Party's obligations with respect to the Confidential Information, the Disclosing Party may have no adequate remedy in damages and, accordingly, may immediately seek injunctive relief against such breach or threatened or attempted breach. The Parties agree that no bond need be first obtained or, in the event that the requirement of a bond cannot be waived, then that a nominal bond shall suffice.

vi. Return of Confidential Information. Each Party may retain copies of the Confidential Information, as applicable, to the extent required to comply with applicable legal and regulatory requirements and on its backup and passive data storage systems. Such Confidential Information, as applicable, will remain subject to the terms and conditions herein. Otherwise, at the reasonable request of the Disclosing Party, the Receiving Party agrees to: (i) return to the Disclosing Party the Confidential Information; or (ii) destroy or permanently erase on all forms of recordation the Confidential Information and, if requested by the Disclosing Party, acknowledge in writing that all such Confidential Information has been destroyed or permanently erased.

11.2 Data Privacy.

i. Compliance. The Parties recognize and agree that, in relation to the Data Services, each shall have the responsibility of acting as an independent controller for personal data in its possession, custody, or control. As such, the exchange of personal data from either Party for the purposes of managing the business transaction under these Terms shall be protected in accordance with the confidentiality requirements contained herein as well as the applicable data protection regulations, including without limitation, the General Data Protection Regulation ("**GDPR**"), the Data Protection Act of 2018, and any other applicable privacy laws and regulations, as updated, amended or replaced from time to time.

ii. Data Transfers. If, as a result of managing the business transaction between the Parties, personal data will be cross- border transferred from any country in the European Economic Area, the United Kingdom or Switzerland (collectively, "**EEA/UK/CH**") to outside the EEA/UK/CH that do not have an adequacy decision, then the Parties hereby agree that the Standard Contractual Clauses adopted by the European Commission in Decision 2021/914/EU (hereinafter the "**SCCs**") are incorporated by reference as if set forth herein. In addition, transfers

from the UK to locations outside the UK that do not have an adequacy decision shall also be governed by the Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses, which are incorporated by reference as if set forth herein (hereinafter "**UK Mandatory Clauses**"). In furtherance of the foregoing, the Parties agree that:

a. Module One shall be applicable to the transaction.

b. Option 2 for Clause 17 of the SCCs applies and the data exporter at issue shall be the relevant one. Except for transfers from the UK, which shall be governed by the law of England and Wales, the law of Belgium shall be the governing law if the applicable EU Member State does not allow for third-party beneficiary rights.

c. For clause 18 of the SCCs, disputes shall be resolved in the courts of the EU Member State for the relevant data exporter. If there are multiple relevant data exporters, the Parties agree to jurisdiction and forum of the courts of Belgium, except for disputes arising solely out of a transfer from the UK, for which the Parties agree to the jurisdiction and forum of the courts of England and Wales.

d. If there is any conflict between the SCCs (as modified by the UK Mandatory Clauses where applicable), the Terms, this Art.11.2, or any statement of work or order thereunder, the SCCs shall prevail.

e. If the SCCs are modified by law or regulation (such as by action of the European Union), the Parties agree that, to the extent permitted by law, the modified version will automatically become effective and replace previous version

11.3 EU Data Act (EU Regulation 2023/2854, "**EU Data Act**"). The Data Services under these Terms may generate or collect data. FlightAware will make or has made certain information to Licensee relating to such data available to Licensee under the EU Data Act, if applicable. The type, format, and volume of data generated or collected will vary depending on the product or service, including whether the product or service can generate data continuously and in real-time and its data storage capabilities. Some FlightAware products or services can by themselves send data to a server. Duration of any data storage will also depend on whether Licensee or FlightAware is storing the data. Access, retrieval, and erasure of data may also vary by product or service and Licensee's Order. In the event the Licensee does not have access to the above information, Licensee may contact support at flightaware.com.

11.4 Cybersecurity. Both Parties are responsible for maintaining the security of their own systems, servers, and communications links, and, as the case may be, for providing secure access to those systems and information, including to the personal data, if any, that may be provided pursuant to the use of the Data Services. Licensee acknowledges that FlightAware does not control the transfer of data over telecommunications facilities and that the Internet is inherently insecure and provides opportunity for unauthorized access by third-parties.

ART. 12. INSURANCE

Each Party agrees to obtain and maintain in effect at all times at its sole option and expense such minimum insurance coverages as are reasonable, necessary and appropriate for the conduct of its business.

ART. 13. ADVERTISING AND PUBLICITY

Unless expressly authorized in the Order, neither Party may use the names, characters, artwork, designs, trade names, trademarks or service marks of the other Party without express consent of the other Party prior to each such use.

ART. 14. ASSIGNMENT AND ASSUMPTION

Licensee may not assign any of its rights or delegate any of its duties under the Order, nor assign the Order in whole or part, without the prior written consent of FlightAware, which consent shall not be unreasonably delayed, denied or conditioned.

ART. 15. NOTICES

All notices will be in writing and may be delivered in any commercially reasonable manner to the addresses specified in the Order.

ART. 16. OVERALL AGREEMENT

16.1 The Order and These Terms Constitute an Entire Agreement. The Parties understand that they may enter into one or more Orders. Each Order will incorporate these Terms, and each is an integrated contract. Each Order constitutes the entire agreement between the Parties as to its own subject matter, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties pertaining to that subject matter. All other terms proposed by Licensee are expressly rejected. This shall constitute the final, complete, and exclusive statement of the Terms.

16.2 Modification to These Terms. FlightAware reserves the right to make non-material changes (e.g. typographical errors, grammatical mistakes, and similar changes) without a prior notice to its Licensees. Terms may otherwise change from time to time by modification, amendment or supplement. FlightAware will provide written notice of any material change to these Terms prior to the effective date of any such change. Such notice to be provided in advance to the extent commercially reasonable. No material change to these Terms shall have any effect on the Order unless: (i) in FlightAware's sole discretion, the material change is required to comply with law; or (ii) the Licensee has accepted the material change. Licensees accepts material changes either in any commercially reasonable writing, or by continuing to use Data Services

following the effective date specified in the notice of a material change.

16.3 Modifications to Orders. The Parties may modify Orders at any time in any commercially reasonable way, or as otherwise specified in the Order. Orders may be executed by electronic signature by one or both Parties, as the Parties choose.

16.4 Waiver. At no time will any failure or delay by either Party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver of same.

ART. 17. COUNTERPARTS

The Orders may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a ".pdf" format data file, or by other electronic means, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed).

ART. 18. THIRD-PARTY BENEFICIARIES

Except as set forth in the Order, Orders are for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give any person other than the Parties any legal or equitable rights.

ART. 19. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. Nothing in the Order or these Terms will be construed to create any franchise, joint venture, trust, partnership or any other similar relationship between the Parties for any purpose whatsoever.

ART. 20. SEVERABILITY

If any term, provision or part of these Terms is to any extent held invalid, void or unenforceable, the remainder of will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

ART. 21. SURVIVAL

Any provision of these Terms which contemplates performance or observance subsequent to termination or expiration of the Order will survive termination or expiration of such Order and continue in full force and effect.

ART. 22. GOVERNING LAW AND VENUE

22.1 Resolution. In the event of a dispute, controversy or claim arising out of or in connection with the Order, or these Terms, or their interpretation, including allegations of breach, rights to termination, or validity, the Parties shall attempt to resolve the same through good faith consultation within thirty (30) days' written notice and demand therefore, subject to the hundred and twenty (120) day limitation on invoice disputes under Art. 5.5. If any dispute other than a dispute solely over timely payment remains unresolved following such consultation, or any dispute regarding payment remains unresolved for sixty (60) days after the original due date, either Party may exercise its rights as for breach, including those under Art. 8.2 above.

22.2 Choice of Law. In all respects these Terms will be governed by, and construed in accordance with, the substantive laws of the State of New York without regard to conflict of law principles. The Parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna) shall not apply to these Terms or to any dispute or transaction arising hereunder.

22.3 Venue. Licensee agrees that the state and federal courts located in New York, USA, shall constitute the sole and exclusive forum for the resolution of any and all claims and disputes arising out of or in connection with the Terms. Licensee hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including on grounds of forum non conveniens, regardless of the location from which Licensee accesses the Data Services.

ART. 23. FORCE MAJEURE

For the Data Services paid in arrears, Force Majeure shall not excuse timely performance of any obligation to pay money. Neither Party will be liable to the other Party for any interruption, delay, failure in performance, loss or damage due to fire, explosions, power blackouts, pandemic, earthquakes, floods, the elements, strikes, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, terrorism or other causes similar to the foregoing ("**Force Majeure Events**"); provided (i) such Party promptly notified the other party of the Force Majeure Event where reasonably feasible; (ii) such Party did not contribute in any way to such event; (iii) such occurrence could not have been avoided by commercially reasonable precautions and cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means; and (iv) such Party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible. If such Force Majeure Event continues for more than thirty (30) days, the Party not under Force Majeure may deem the same to constitute frustration of purpose and may therefore terminate any affected Orders without liability as of the date specified in a written notice thereof to the other Party.

ART. 24. EXPORT REQUIREMENTS

"**GTC Laws**" shall mean the customs, export control, anti-boycott, and sanctions laws of the United States and other countries applicable to these Terms and the Order. Licensee agrees it will comply with all applicable GTC Laws. Licensee agrees that none of its personnel who will have access to the Data Services are restricted by law or regulation, including but not limited to, the Export Administration Regulations (EAR), Office of Foreign Asset Controls (OFAC) and the International Traffic in Arms Regulation (ITAR). FlightAware reserves the right to delay delivery of Data Services pending GTC Laws due diligence and review, provided such due diligence does not unreasonably delay delivery of Data Services. The Licensee will

not re-export or otherwise transfer the FlightAware Data or Data Services to entities, individuals, and /or governments of countries or regions that are subject to sanctions or other restrictions as stated in the GTC Laws. The Licensee will not re-export or otherwise transfer FlightAware Data and Data Services to any country or person without authorization if required by GTC Laws. FlightAware may terminate the Order for noncompliance of this provision with no further liability to FlightAware.

ART. 25 ETHICS AND COMPLIANCE

25.1 FlightAware is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Accordingly, FlightAware represents that:

i. as a Supplier, it has adopted its own Business Code of Conduct (the RTX Code of Conduct);

ii. FlightAware requires its employees to certify on annual basis that they have read and understand the RTX Code of Conduct; and

iii. its employees are required to conduct their affairs in accordance therewith.

25.2 For more information, please visit RTX Ethics and Compliance.