

FlightHorizon ALERT Subscription Terms of Service

Update Date: 5/14/2026

These Terms of Service ("Terms") govern your access to and use of the FlightHorizon ALERT subscription service (the "Service"), including any associated software, web portals, mobile access, APIs (if any), documentation, and any hardware provided as part of the subscription (collectively, the "Offering").

The Service is provided by Vigilant Aerospace Systems, Inc. ("Vigilant Aerospace," "VAS," "we," "us," or "our"). By purchasing, accessing, or using the Service, you ("Customer," "Subscriber," "you," or "your") agree to these Terms.

If you are accepting these Terms on behalf of an organization, you represent and warrant that you have authority to bind that organization, and "you" refers to that organization.

1. Definitions

"Airspace Data" means aircraft and unmanned aircraft broadcast, telemetry, Remote ID, ADS-B, observational, detection, alert, analytics, and derivative output data processed by or through the Service, excluding Customer Data except to the extent applicable law requires otherwise.

"Authorized User" means an employee, contractor, or other individual authorized by Customer to access and use the Service on Customer's behalf, subject to the limitations in the applicable Subscription or Order Form.

"Confidential Information" means non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Service, Documentation, pricing, technical information, security information, roadmaps, Customer Data, and business plans.

"Customer Data" means data, information, or content submitted to the Service by Customer or collected from Customer-provided systems, accounts, configurations, integrations, or sources, but excludes Airspace Data except to the extent applicable law requires otherwise.

"Documentation" means user guides, technical materials, instructions, specifications, policies, and other materials VAS makes available for the Service.

"Hardware" means any physical device, equipment, antenna, sensor, or component provided by VAS as part of the Subscription or Offering.

"Order Form" means any ordering document, quote, proposal, statement of work, order confirmation, or other written instrument executed or accepted by the parties that identifies subscription scope, pricing, billing interval, deployment details, or other commercial terms for the Service.

"Subscription" means the recurring paid plan granting access to the Service during the Subscription Term.

"Subscription Term" means the period during which Customer is authorized to access and use the Service, including any renewal period.

2. Service Overview; Customer Responsibility; Informational Use Only

2.1 Service Purpose. FlightHorizon ALERT provides aircraft and operational awareness information, notifications, alerts, and related data outputs as configured for the applicable Subscription.

2.2 Customer Responsibility for Selection and Results. Customer acknowledges and agrees that: (a) Customer is solely responsible for selecting the Service to achieve Customer's intended purposes and operational objectives; (b) Customer is solely responsible for determining whether the Service is appropriate for Customer's particular use case, environment, and regulatory obligations; (c) Customer assumes all responsibility and risk for use of the Service, including all outputs, alerts, analytics, and results generated by or derived from the Service; and (d) Customer is solely responsible for any decisions, actions, or omissions taken based on the Service or its outputs. VAS does not assume and expressly disclaims responsibility for Customer's operational decisions, implementation choices, or reliance on the Service.

2.3 Informational Purposes Only. The Service and all outputs are provided for informational purposes only. The Service is not a substitute for professional judgment, operational procedures, air traffic control instructions, certified avionics, or other authoritative sources.

2.4 Not for Safety-Critical Use. The Service is not designed, intended, or certified for any particular safety purpose and must not be relied on for safety-critical decisions. Customer acknowledges that aviation and operational environments are dynamic and that the Service may be delayed, incomplete, inaccurate, unavailable, or interrupted.

2.5 No Guarantee of Results. VAS does not guarantee any specific outcomes, performance levels, detections, alerts, prevention results, avoidance results, or regulatory outcomes.

3. Eligibility; Accounts; Communications

3.1 Eligibility and Authority. Customer may use the Service only if Customer can form a binding contract and is not prohibited from using the Service under applicable law.

3.2 Accounts and Security. Customer may be required to create an account and designate Authorized Users. Customer is responsible for maintaining the confidentiality of login credentials and for all activities occurring under Customer's accounts, whether or not authorized by Customer.

3.3 Authorized Users. Access may be limited by user count, site, device, location, or other restrictions described in the applicable Subscription or Order Form. Customer will not share credentials across individuals or organizations and will remain responsible for the acts and omissions of all Authorized Users.

3.4 Account Information. Customer will provide accurate, current, and complete account, billing, and contact information and will promptly update such information as necessary.

3.5 Communications; Authorization for Email and Text Notifications. Customer agrees that, by default, VAS may provide communications electronically, including by email and, where applicable, by text message (SMS), using the contact information associated with Customer's

account and the notification settings within the Service. Such communications may include operational notices, alerting notifications, service-related notices, account information, billing notices, legal notices, support communications, and other information related to the Service. By providing an email address and/or mobile phone number and using the Service, Customer expressly authorizes and consents to receive such communications for operational and alerting purposes. Message and data rates may apply to SMS messages, and message frequency may vary. Customer may modify notification preferences, disable email or SMS application notifications, or otherwise turn off such notifications at any time through the Service settings where available, by following the instructions in the applicable communication, by replying as directed in an SMS message, or by contacting VAS. Customer acknowledges that disabling or limiting operational or alerting notifications may reduce Service functionality or Customer's ability to receive timely alerts, warnings, or other operational information. Nothing in this Section limits VAS's ability to send non-marketing legal, security, account, billing, or other administrative communications that are necessary to provide or administer the Service.

4. Subscription, Trial Access, and Service Availability

4.1 Subscription Required. Continued access to the Service requires an active, paid Subscription unless otherwise agreed by VAS in writing.

4.2 Trial Access. If VAS provides a free trial, pilot, evaluation, beta, or other no-charge access period ("Trial Access"), such Trial Access is provided solely for evaluation purposes, may be modified or terminated at any time in VAS's discretion, and is provided "AS IS" without any warranty or commitment to continue the Service or any feature.

4.3 Free Trial Conversion. If Customer's Subscription includes a Free Trial, Customer's payment method will be charged automatically at the end of the Free Trial for the then-current annual Subscription fee unless a different billing interval is expressly authorized by VAS in writing, including in an Order Form or other written agreement. If Customer does not cancel before the Free Trial ends, Customer authorizes VAS and its payment processor to charge Customer's payment method for the applicable Subscription fees.

4.4 Plan Changes. Customer may be permitted to upgrade or downgrade plans depending on availability and VAS approval. Changes may take effect immediately or at the next billing cycle, as specified in the applicable Subscription workflow or Order Form.

4.5 Access Restrictions; Suspension for Security, Compliance, or Misuse. VAS may suspend, restrict, or disable access to the Service, in whole or in part, immediately and without liability, if reasonably necessary to: (a) prevent harm to the Service, VAS, Customer, other customers, or third parties; (b) respond to suspected fraud, abuse, unauthorized access, prohibited conduct, excessive use, or security incidents; (c) comply with law, legal process, governmental request, or contractual obligations to third-party providers or licensors; (d) investigate potential violations of these Terms; or (e) address nonpayment as provided in these Terms. VAS will use commercially reasonable efforts to provide notice and restore access when the issue has been resolved, to the extent practicable and legally permitted.

5. Fees, Billing, Payment Terms, and Taxes

5.1 Fees. Customer will pay all fees associated with the Subscription, including any one-time fees, implementation fees, Hardware charges, shipping charges, or other amounts identified in the applicable Order Form or Subscription process.

5.2 Automatic Billing Authorization. By subscribing, Customer authorizes VAS and its payment processor to charge Customer's payment method automatically for: (a) the initial paid Subscription at the end of any Free Trial, if applicable; (b) each renewal term unless canceled in accordance with these Terms; and (c) any other amounts authorized by these Terms or an applicable Order Form.

5.3 Billing Timing. Unless otherwise stated in an applicable Order Form, the Subscription will be billed ten (10) days before the start of the next Subscription Term.

5.4 Billing Interval. Subscriptions are billed annually unless a different billing interval is expressly authorized by VAS in writing, including in an Order Form or other written agreement.

5.5 Payment Method Requirement. Customer must maintain a valid payment method on file at all times. If Customer's payment method fails, Customer remains responsible for all amounts due.

5.6 Taxes. Fees are exclusive of taxes. Customer is responsible for all applicable sales, use, VAT, GST, withholding, or similar taxes, duties, levies, or assessments, excluding taxes based on VAS's net income. If Customer provides a valid exemption certificate, VAS will apply it where legally permitted.

5.7 No Refunds; No Proration. Fees are non-cancelable, non-refundable, and not subject to proration except as required by law or expressly stated in writing by VAS.

5.8 Price Changes. VAS may change pricing for future Subscription Terms by providing at least thirty (30) days' prior notice, or such other notice period required by law. Any price change will take effect upon renewal of the applicable Subscription Term.

5.9 Past-Due Amounts; Failed Payments. If any payment becomes past due, VAS may reprocess charges and continue attempting charges until payment is received or the Subscription is canceled. If any payment is declined, fails, is reversed, or is not successfully processed due to Customer's failure to maintain valid payment information, VAS may charge an administrative processing fee of \$25.00 per failed payment event, or the maximum amount permitted by law.

5.10 Suspension; Interest; Collections. If an invoice or charge remains unpaid for ten (10) days after the due date, or if Customer's payment method fails and remains unresolved, VAS may suspend access to the Service until payment is received. VAS may charge interest on past-due amounts at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Customer will reimburse VAS for reasonable costs of collection, including reasonable attorneys' fees, where permitted by law.

6. Term, Renewal, and Cancellation

6.1 Subscription Term. The initial Subscription Term begins on the effective date specified in the applicable Order Form or, if no Order Form exists, on the date Customer first receives paid access to the Service.

6.2 Automatic Renewal. Unless otherwise stated in an applicable Order Form, Subscriptions automatically renew for successive renewal terms equal to the immediately preceding Subscription Term. If VAS has expressly authorized a different billing interval in writing, the Subscription will renew for the corresponding authorized renewal term unless canceled in accordance with this Section.

6.3 Cancellation Notice Requirement. To avoid renewal, Customer must cancel at least thirty (30) days before the renewal date.

6.4 How to Cancel. Cancellation may be completed through the account portal, if available, or by contacting VAS support at support@vigilantaerospace.com. Unless otherwise stated by VAS in writing, cancellation is effective at the end of the then-current Subscription Term.

6.5 No Early-Termination Refund. If Customer cancels before the end of the Subscription Term, the Subscription will remain active through the end of the current term, and no refund will be provided except as required by law.

7. Hardware Terms (If Hardware Is Included)

7.1 Hardware Included; Property of VAS. Any Hardware provided as part of the Subscription is provided solely for use with the Service and remains the property of Vigilant Aerospace at all times.

7.2 No Transfer; No Encumbrance. Customer may not sell, lease, assign, transfer, sublicense, pledge, encumber, or otherwise dispose of the Hardware.

7.3 Proper Use and Care. Customer will: (a) use the Hardware only as intended and in accordance with the Documentation; (b) maintain the Hardware in good condition; (c) prevent damage, loss, theft, misuse, or unauthorized access; and (d) ensure that only authorized personnel handle the Hardware.

7.4 Damage, Loss, and Replacement. Customer is responsible for damage to Hardware beyond normal wear and tear, including damage caused by misuse, negligence, accidents, improper installation, unauthorized modification, improper power or environmental conditions, or failure to follow instructions. If Hardware is damaged, lost, or stolen, VAS may repair or replace it, or require Customer to purchase replacement Hardware, and Customer authorizes VAS to charge the then-current replacement or repair cost, plus shipping and applicable taxes, after notice.

7.5 Return of Hardware. Upon cancellation, expiration, suspension, or termination of the Subscription for any reason, Customer will return all Hardware to VAS within fourteen (14) days, at Customer's expense, using a trackable shipping method, to the return address designated by VAS.

7.6 Failure to Return Hardware; Risk of Loss. If Customer fails to return Hardware within fourteen (14) days after required return, Customer authorizes VAS to charge the full replacement cost of the Hardware system at then-current market price, plus shipping and applicable taxes. Risk of loss transfers to Customer upon delivery and remains with Customer until the Hardware is returned and received by VAS.

7.7 Survival of Hardware Obligations. Customer's obligations regarding Hardware survive suspension, nonpayment, expiration, and termination.

8. Acceptable Use; Data and Output Restrictions

8.1 Internal Business Use Only. Customer may access and use the Service only for Customer's own internal business purposes and only in accordance with these Terms, the applicable Subscription, the applicable Order Form, the Documentation, and applicable law.

8.2 Prohibited Conduct. Customer will not, and will not permit any Authorized User or other third party to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or organization of the Service or Documentation, except to the extent such restriction is prohibited by law; (b) interfere with, disrupt, disable, overburden, or compromise the integrity, security, or performance of the Service; (c) use the Service for unlawful, infringing, fraudulent, harmful, or malicious purposes; (d) attempt to bypass usage limits, query limits, rate limits, export limits, technical controls, security features, or authentication mechanisms; (e) access or use the Service to build, benchmark, train, support, or enable a competing product or service, except to the extent prohibited by law; (f) resell, sublicense, lease, time-share, operate a service bureau, provide an application service provider service, provide a software-as-a-service offering, or otherwise make the Service available to unaffiliated third parties, except as expressly authorized in writing by VAS; (g) modify, copy, adapt, translate, or create derivative works based on any part of the Service or Documentation, except as expressly authorized in writing by VAS; (h) remove, obscure, alter, or bypass any proprietary notices, legends, labels, or marks included in the Service, Documentation, or outputs; (i) use the Service in any way that infringes, misappropriates, or violates the rights of VAS or any third party; or (j) use the Service in any manner or for any purpose not expressly permitted by these Terms.

8.3 LLM and Generative AI Restrictions. Customer will not, and will not permit any Authorized User or other third party to, use the Service, Documentation, outputs, or data obtained from the Service to train, fine-tune, ground, evaluate, or otherwise support any large language model, generative AI system, foundation model, or similar machine learning system, or to combine the Service with such systems for external-facing, production, commercial, or competitive purposes, except as expressly authorized in writing by VAS.

8.4 Data, Output, and Export Restrictions. Customer will not publish, resell, transmit, broadcast, distribute, disclose, or otherwise make available the Service, Documentation, or data or outputs acquired from the Service except as expressly authorized in writing by VAS. Customer will not repeat export queries, automate export activity, scrape, or otherwise attempt to circumvent technical restrictions on downloads, reports, exports, or data access. Any expressly authorized downstream use, publication, or redistribution will remain subject to these Terms and any conditions, attribution requirements, or restrictions imposed by VAS in writing.

9. Intellectual Property Rights

9.1 Ownership. VAS and its licensors retain all right, title, and interest in and to the Service, Documentation, Hardware, software, models, interfaces, content, and all related intellectual property rights. Except for the limited rights expressly granted in these Terms, no rights are granted to Customer by implication, estoppel, or otherwise.

9.2 Limited License. Subject to Customer's compliance with these Terms and payment of all applicable fees, VAS grants Customer a limited, non-exclusive, non-transferable, non-

sublicensable, revocable right during the Subscription Term to access and use the Service and Documentation solely for Customer's internal business purposes and in accordance with the applicable Subscription and Order Form.

9.3 Reservation of Rights. All rights not expressly granted to Customer are reserved by VAS and its licensors.

9.4 Feedback. If Customer provides suggestions, ideas, enhancement requests, corrections, or other feedback relating to the Service, Customer grants VAS a perpetual, irrevocable, worldwide, royalty-free, fully paid-up right and license to use, reproduce, modify, and exploit such feedback without restriction or obligation to Customer.

10. License Disclosures; NASA-Licensed Materials

10.1 NASA Materials. Certain components of the Service may include or rely upon software, technical data, and/or patented technology licensed from the United States Government, including the National Aeronautics and Space Administration ("NASA"), under License Agreement No. DE-518 and related NASA software usage agreements (collectively, the "NASA Materials").

10.2 Priority. To the extent this Section 10 conflicts with any other provision of these Terms, this Section 10 controls with respect to the NASA Materials.

10.3 No Transfer of Ownership; Permitted Use Only. The NASA Materials are provided under license only. Title to and ownership of the NASA Materials remain with the United States Government. The NASA Materials may be used, reproduced, or provided to others only as permitted under the applicable agreements under which they were acquired from the United States Government.

10.4 Required Notice. This software may be used, reproduced, and provided to others only as permitted under the terms of the agreement under which it was acquired from the U.S. Government. Neither title to, nor ownership of, the software is hereby transferred. This notice shall remain on all copies of this software.

10.5 U.S. Government Copyright Notice. Unpublished Work, Copyright 2015 United States Government as represented by the Administrator of the National Aeronautics and Space Administration. No copyright is claimed in the United States under Title 17, U.S. Code. All Other Rights Reserved.

10.6 Disclaimer of Warranties; No Additional Representations. The NASA Materials are provided AS IS without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, or error-free operation. Neither NASA nor the United States Government makes any representation regarding the validity or scope of any licensed patent rights, the accuracy, completeness, timeliness, or usefulness of the NASA Materials, or that any use of the NASA Materials will be free from infringement of patent, copyright, trademark, or other third-party rights.

10.7 No Additional Obligations; No Implied Rights. Except as expressly stated in the applicable government license terms, nothing in these Terms will be construed as obligating NASA or the United States Government to furnish technical information, file or maintain patent applications, secure patents, prosecute infringement actions, or grant any license or right by implication, estoppel, or otherwise beyond the NASA Materials expressly made available through the Service.

10.8 No Endorsement; Restricted Use of Name. Use of the NASA Materials does not constitute endorsement by NASA or the United States Government of any product, service, or result. Customer may not use NASA's or the United States Government's name, insignia, logos, seals, or trademarks in any manner that suggests endorsement or affiliation.

10.9 Limitation of Liability; Waiver; Indemnity. To the maximum extent permitted by law, neither NASA, the United States Government, nor their officers, employees, contractors, or subcontractors will be liable for any damages arising out of or related to the NASA Materials. Customer waives any claims against such parties arising from or relating to the NASA Materials and will indemnify and hold them harmless from liabilities, losses, damages, and expenses arising from Customer's use or distribution of the NASA Materials, except to the extent prohibited by law.

11. Customer Data; Airspace Data; Privacy; Security

11.1 Customer Data. As between the parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants VAS a non-exclusive, worldwide, limited right to host, use, process, transmit, display, store, copy, and otherwise use Customer Data as necessary to provide, operate, maintain, secure, support, and improve the Service, to develop aggregated and de-identified insights, and to comply with applicable law.

11.2 Customer Responsibilities for Data. Customer represents and warrants that it has all rights, permissions, notices, and lawful bases necessary to provide Customer Data to VAS and to permit VAS to process Customer Data in accordance with these Terms, the Privacy Policy, and any applicable DPA.

11.3 Airspace Data and Equipment-Collected Data. Customer acknowledges that Airspace Data, and any other air traffic, signal, telemetry, broadcast, observational, environmental, diagnostic, operational, performance, and similar data collected, received, generated, or derived through the Hardware or other equipment provided by VAS in connection with the Service (collectively, "Equipment-Collected Data"), are not Customer Data as between the parties, except to the extent applicable law requires otherwise. To the extent Customer or any Authorized User has or may have any right, title, or interest in any Airspace Data or Equipment-Collected Data, Customer hereby grants VAS and its affiliates a royalty-free, worldwide, perpetual, irrevocable, non-exclusive, sublicensable right and license to collect, access, use, host, store, copy, reproduce, modify, adapt, publish, display, translate, distribute, create derivative works from, and otherwise exploit such Airspace Data and Equipment-Collected Data, in whole or in part, in any form, media, or technology now known or hereafter developed, for any lawful business purpose, including to provide, operate, maintain, secure, support, improve, test, market, benchmark, commercialize, and develop the Service and related products and services, to conduct research and analytics, and to comply with legal obligations.

11.4 Service and Usage Data. VAS may collect and use service telemetry, performance data, diagnostics, logs, usage statistics, and similar operational information relating to the Service. As between the parties, VAS owns such service and usage data, provided that VAS will not disclose Customer Confidential Information except as permitted by these Terms.

11.5 Privacy Policy. Customer's use of the Service is also subject to the FlightHorizon ALERT Privacy Policy, which describes how VAS processes personal information and account-related data.

11.6 Data Processing Addendum. If the parties enter into a Data Processing Addendum governing VAS's processing of Customer Personal Data on Customer's behalf, that DPA will control to the extent of any conflict with these Terms regarding the processing of Customer Personal Data.

11.7 Security. VAS will maintain reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, use, alteration, and disclosure. No system can be guaranteed to be completely secure, and Customer acknowledges that use of the Service involves transmission over networks beyond VAS's control.

12. Confidentiality

12.1 Use and Protection. Each party receiving Confidential Information ("Receiving Party") will use the disclosing party's Confidential Information only as necessary to exercise rights and perform obligations under these Terms and will protect such Confidential Information using at least reasonable care, but no less than the care it uses to protect its own similarly sensitive information.

12.2 Permitted Recipients. The Receiving Party may disclose Confidential Information only to its employees, officers, directors, contractors, advisors, affiliates, subcontractors, and service providers who have a need to know such information for purposes of these Terms and who are bound by confidentiality obligations at least as protective as those contained herein. The Receiving Party remains responsible for any breach of this Section by its recipients.

12.3 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes publicly available through no breach of these Terms; (b) was already lawfully known to the Receiving Party without restriction before disclosure; (c) is lawfully received from a third party without breach of any duty; or (d) is independently developed without use of the disclosing party's Confidential Information.

12.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information to the extent required by law, subpoena, court order, or governmental demand, provided the Receiving Party gives prompt notice to the disclosing party unless legally prohibited and reasonably cooperates, at the disclosing party's expense, in seeking protective treatment.

12.5 Return or Destruction. Upon written request or upon expiration or termination of these Terms, each Receiving Party will promptly return or destroy the disclosing party's Confidential Information in its possession or control, except to the extent retention is required by law, internal compliance requirements, or ordinary-course backup and archival systems, in which case the retained information will remain subject to this Section 12.

12.6 Duration. Each party's obligations under this Section 12 will continue during the Subscription Term and for five (5) years thereafter; provided, however, that obligations relating to trade secrets will continue for so long as such information remains protected as a trade secret under applicable law.

12.7 Injunctive Relief. Unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Each party may seek equitable

relief for actual or threatened misuse of Confidential Information, without limiting any other rights or remedies available at law or in equity.

13. Limited Warranty

13.1 Limited Performance Warranty. VAS warrants that, for ninety (90) days after the Service is first made available to Customer on a paid basis, the Service will substantially conform to the applicable Documentation when used in accordance with these Terms, the applicable Order Form, and the Documentation.

13.2 Warranty Claim Procedure and Remedy. This limited warranty is conditioned on Customer providing VAS with written notice describing the non-conformity within the applicable warranty period. If VAS is unable to correct the non-conformity or provide a commercially reasonable workaround within thirty (30) days after receiving Customer's notice, Customer may terminate the affected Subscription and receive a prorated refund of prepaid, unused fees for the affected portion of the Service. This Section 13.2 states Customer's sole and exclusive remedy, and VAS's entire liability, for breach of the limited warranty in this Section 13.

13.3 Warranty Exclusions. The limited warranty in this Section 13 does not apply to: (a) Trial Access, beta features, no-charge offerings, or evaluation access; (b) problems caused by Customer Data, third-party systems, third-party networks, failed internet connections, customer environments, or equipment not provided or controlled by VAS; (c) non-conformities caused by misuse, negligence, unauthorized modification, improper installation, or use of the Service other than as permitted under these Terms and the Documentation; or (d) interruptions, outages, delays, or inaccuracies caused by third-party dependencies or factors beyond VAS's reasonable control.

14. Service Availability; Changes to the Service

14.1 Availability. VAS strives for reliable availability of the Service but does not guarantee uninterrupted, error-free, secure, or continuous operation. Planned maintenance, emergency maintenance, outages, delays, interruptions, and degradations may occur.

14.2 Service Changes. VAS may modify, enhance, update, replace, or discontinue any feature, functionality, integration, model, hardware component, or other aspect of the Service at any time. VAS will use commercially reasonable efforts to provide notice of material adverse changes when practicable but is not obligated to maintain any specific feature indefinitely.

14.3 Third-Party Dependencies. Certain aspects of the Service may depend on third-party networks, data sources, cloud services, telecommunications providers, or external systems. VAS is not responsible for failures, inaccuracies, delays, or interruptions caused by such third-party dependencies.

15. Audit Rights

15.1 Records and Compliance. Customer will maintain accurate and complete records reasonably sufficient to demonstrate Customer's compliance with these Terms, including compliance with permitted-use restrictions and any user, device, site, or operational limitations in the applicable Subscription or Order Form.

15.2 Audit Right. Upon reasonable prior written notice, and no more than once in any twelve (12) month period unless VAS has a reasonable basis to suspect material non-compliance, VAS may audit Customer's compliance with these Terms.

15.3 Audit Method. An audit may be conducted by requesting written certification of compliance, reviewing relevant records provided by Customer, or, where reasonably necessary, conducting a remote or on-site audit during normal business hours in a manner designed to minimize disruption to Customer's business.

15.4 Cooperation. Customer will reasonably cooperate with any audit and provide requested information within a reasonable time.

15.5 Non-Compliance. If an audit reveals material non-compliance, Customer will promptly remedy the non-compliance, pay any underpaid fees or other amounts due, and reimburse VAS for reasonable audit costs if the non-compliance exceeds five percent (5%) of the fees due or otherwise constitutes a material breach.

15.6 Confidentiality of Audit Information. VAS will treat non-public information obtained through an audit as Customer Confidential Information and use it solely to verify compliance and enforce these Terms.

16. Disclaimers

16.1 AS-IS; AS-AVAILABLE. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 10 AND 13 OR AN APPLICABLE ORDER FORM, THE SERVICE, THE OFFERING, ALL OUTPUTS, AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE."

16.2 DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VAS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, SYSTEM INTEGRATION, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

16.3 DATA AND ALERTS. VAS DOES NOT WARRANT THAT DATA, ALERTS, OR OUTPUTS WILL BE ACCURATE, COMPLETE, TIMELY, CURRENT, ERROR-FREE, OR SUFFICIENT FOR ANY PARTICULAR PURPOSE.

16.4 NO REGULATORY OR LEGAL ADVICE. THE SERVICE DOES NOT CONSTITUTE LEGAL, REGULATORY, AIRWORTHINESS, OR SAFETY ADVICE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ITS OWN COMPLIANCE DECISIONS AND OPERATIONS.

17. Limitation of Liability

17.1 LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VAS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE, THE OFFERING, OR THESE TERMS WILL NOT EXCEED THE AMOUNT OF SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER TO VAS FOR THE SERVICE DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17.2 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VAS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS INTERRUPTION, ANTICIPATED SAVINGS, USE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.3 DATA LOSS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VAS WILL NOT BE LIABLE FOR ANY LOSS, CORRUPTION, OR INABILITY TO RECOVER DATA, OR FOR ANY COSTS OF DATA RESTORATION OR RE-CREATION.

17.4 BASIS OF THE BARGAIN. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS IN THIS SECTION 17 FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND WILL APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18. Indemnification

18.1 VAS IP Indemnity. VAS will defend Customer against any third-party claim alleging that the Service, as provided by VAS and used by Customer in accordance with these Terms and the applicable Documentation, infringes or misappropriates that third party's United States patent, copyright, trademark, or trade secret rights, and VAS will pay amounts finally awarded against Customer by a court of competent jurisdiction or agreed in settlement by VAS, provided that Customer complies with Section 18.5.

18.2 Exclusions to VAS IP Indemnity. VAS will have no obligation under Section 18.1 to the extent a claim arises from: (a) Customer Data; (b) modifications to the Service not made by VAS; (c) use of the Service in combination with software, hardware, data, or services not provided or expressly authorized by VAS, if the claim would not have arisen but for such combination; (d) use of the Service after VAS notifies Customer to discontinue such use due to a claim or potential claim; or (e) use of the Service in breach of these Terms or outside the Documentation.

18.3 Infringement Remedies. If the Service becomes, or in VAS's opinion is likely to become, subject to an infringement or misappropriation claim, VAS may, at its option and expense: (a) procure for Customer the right to continue using the affected Service; (b) modify or replace the affected Service so that it becomes non-infringing while providing materially similar functionality; or (c) terminate Customer's right to use the affected Service and refund the prorated portion of prepaid, unused fees attributable to the terminated portion of the Service. This Section 18.3 states VAS's sole liability, and Customer's exclusive remedy, for any claim described in Section 18.1.

18.4 Customer Indemnity. Customer will defend, indemnify, and hold harmless VAS and its officers, directors, employees, contractors, agents, affiliates, licensors, and suppliers from and against any third-party claims, actions, proceedings, damages, liabilities, losses, judgments, settlements, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) Customer's or any Authorized User's use of the Service in violation of these Terms, applicable law, or the Documentation; (b) Customer Data; (c) Customer's misuse of Hardware; (d) Customer's negligence, misconduct, or infringement, misappropriation, or violation of a third party's rights; or (e) any downstream distribution, publication, or disclosure by Customer of the Service, Documentation, data, or outputs except to the extent expressly authorized by VAS.

18.5 Indemnity Procedure. The party seeking indemnification under this Section 18 ("Indemnified Party") will: (a) promptly notify the indemnifying party ("Indemnifying Party") of the claim, provided that any delay in notice will not relieve the Indemnifying Party except to the extent materially prejudiced; (b) give the Indemnifying Party sole control over the defense and settlement of the claim; and (c) provide reasonable cooperation at the Indemnifying Party's expense. The Indemnified Party may participate with counsel of its choosing at its own expense. The Indemnifying Party may not settle any claim in a manner that admits liability of, or imposes non-monetary obligations on, the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

19. Termination

19.1 Termination for Material Breach. Either party may terminate these Terms or an affected Subscription or Order Form if the other party materially breaches these Terms or the applicable Order Form and fails to cure the breach within thirty (30) days after receiving written notice describing the breach; provided, however, that VAS may terminate or suspend immediately for the grounds described in Section 19.2.

19.2 Immediate Suspension or Termination by VAS. VAS may suspend access to the Service or terminate these Terms, any Subscription, or any Order Form immediately upon notice if: (a) Customer remains in breach of its payment obligations five (5) days after written reminder to pay; (b) Customer or any Authorized User violates Section 8; (c) Customer's use of the Service creates, or reasonably appears likely to create, a security risk, legal risk, service disruption, or liability for VAS, other customers, or third parties; or (d) VAS is required to do so by law, legal process, or a third-party provider or licensor.

19.3 Insolvency. Either party may terminate these Terms immediately upon written notice if the other party: (a) ceases or threatens to cease substantial business operations; (b) becomes insolvent or is unable to pay its debts as they mature; (c) makes an assignment for the benefit of creditors; or (d) becomes subject to a receiver, trustee, liquidator, or similar authority that is not dismissed within sixty (60) days.

19.4 Effect of Expiration or Termination. Upon expiration or termination: (a) Customer's right to access and use the Service will immediately cease; (b) Customer will immediately stop using the Service; (c) Customer will promptly return or permit deactivation of any Hardware as required by Section 7; (d) each party will remain liable for obligations accruing before termination; (e) Customer will pay all accrued but unpaid fees and all amounts due for services rendered through the effective date of termination; and (f) except to the extent prohibited by law or required for Customer's internal legal, compliance, tax, audit, or backup purposes, Customer will within thirty (30) days delete or destroy all copies of Documentation, credentials, non-public Service materials, and any non-public data or outputs for which Customer's rights have expired, and Customer will, upon request, provide written certification signed by an authorized representative confirming such deletion or destruction.

19.5 Survival. Sections that by their nature should survive expiration or termination, including Sections 2, 5, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19.4, 19.5, 21, 22, and 23, will survive.

20. Changes to These Terms

20.1 VAS may update these Terms from time to time. If VAS makes material changes, VAS will provide at least thirty (30) days' notice by email, through the Service, by posting on an applicable website, or by another reasonable method, unless a shorter notice period is required for legal, security, or operational reasons. Customer's continued use of the Service after the effective date of the updated Terms constitutes acceptance of the updated Terms.

21. Governing Law; Dispute Resolution

21.1 Informal Resolution. Before either party initiates arbitration or court proceedings arising out of or relating to these Terms or the Service (each, a "Dispute"), the parties will first attempt in good faith to resolve the Dispute informally. The party asserting the Dispute will provide written notice describing the nature of the Dispute and the requested relief. The parties will attempt to resolve the Dispute within thirty (30) days after receipt of the notice.

21.2 Binding Individual Arbitration. Except as expressly provided in Section 21.3, any Dispute not resolved under Section 21.1 will be resolved exclusively by final and binding individual arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The Federal Arbitration Act will govern the interpretation and enforcement of this Section 21. The arbitration will be conducted by a single arbitrator in Oklahoma County, Oklahoma, unless the parties agree to another location or to remote proceedings. The arbitrator may award any remedy available in court on an individual basis, subject to these Terms.

21.3 Exceptions to Arbitration. Either party may seek temporary, preliminary, or permanent injunctive or other equitable relief in any court of competent jurisdiction to protect its confidential information, intellectual property, or security interests, or to prevent unauthorized access to or misuse of the Service. Either party may also bring an individual claim in a court of competent jurisdiction to collect undisputed amounts owed.

21.4 Class Action Waiver; Jury Trial Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES THAT ANY DISPUTE WILL BE BROUGHT ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTION OR PROCEEDING. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL FOR ANY DISPUTE PERMITTED TO BE RESOLVED IN COURT UNDER THESE TERMS.

21.5 Governing Law and Venue for Court Proceedings. These Terms and any Dispute will be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict-of-law rules. For any court proceeding permitted under these Terms, each party irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in Oklahoma County, Oklahoma.

21.6 International Use; Export Compliance. The Service is controlled and operated from the United States. If Customer accesses or uses the Service from outside the United States, Customer does so at Customer's own initiative and is responsible for compliance with applicable local laws. Customer may not use, export, re-export, transfer, or permit access to the Service, Hardware, or

related technical data except as authorized by United States law and the laws of the applicable jurisdiction, including U.S. export control and sanctions laws and regulations.

22. Miscellaneous

22.1 Entire Agreement; Order of Precedence. These Terms, any applicable Order Form, the Privacy Policy, and any applicable DPA constitute the entire agreement between the parties with respect to the Service and supersede all prior or contemporaneous proposals, discussions, negotiations, purchase orders, and understandings, whether oral or written, relating to the Service. In the event of a conflict: (a) the DPA controls with respect to the processing of Customer Personal Data; (b) Section 10 controls with respect to NASA Materials; (c) the applicable Order Form controls with respect to commercial terms expressly addressed in the Order Form; and (d) these Terms otherwise control.

22.2 Customer Purchase Orders; No Additional Terms. Any terms or conditions in any Customer purchase order, vendor onboarding document, invoice, portal, procurement workflow, or other document that are inconsistent with or additional to these Terms are void and of no effect unless expressly accepted by VAS in a written instrument signed by an authorized representative of VAS.

22.3 Severability. If any provision of these Terms is held unenforceable, that provision will be enforced to the maximum extent permitted, and the remaining provisions will remain in full force and effect.

22.4 Waiver. No failure or delay by either party in exercising any right under these Terms will operate as a waiver of that right.

22.5 Assignment. Customer may not assign or transfer these Terms, in whole or in part, whether by operation of law or otherwise, without VAS's prior written consent. Any purported assignment in violation of the foregoing is void. VAS may assign these Terms without Customer's consent in connection with a merger, acquisition, corporate reorganization, financing, or sale of all or substantially all assets relating to the Service.

22.6 Independent Contractors. The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, fiduciary relationship, employment relationship, or agency relationship between the parties.

22.7 Force Majeure. Neither party will be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, epidemics, pandemics, governmental actions, power failures, telecommunications failures, supply-chain disruptions, cloud or hosting failures, or failures of third-party providers, except that Customer's payment obligations are not excused by this Section.

22.8 No Third-Party Beneficiaries. Except as expressly stated in Section 10 with respect to NASA and the United States Government, these Terms do not create any third-party beneficiary rights.

22.9 Subcontractors and Subprocessors. VAS may use affiliates, cloud providers, contractors, subprocessors, and other subcontractors in connection with the performance of the Service and its obligations under these Terms, provided that VAS remains responsible for their performance to the extent required by applicable law and any applicable DPA.

22.10 Publicity; Customer Name and Case Studies. Customer grants VAS a non-exclusive, worldwide, royalty-free right during the Subscription Term and thereafter to identify Customer as a customer of the Service and to use Customer's name, trade name, and factual descriptions of Customer's use of the Service, including in customer lists, case studies, testimonials, presentations, website content, social media, sales materials, investor materials, press releases, and other marketing, promotional, or communications materials in any media or channel now known or later developed. VAS will not disclose Customer Confidential Information in exercising the foregoing rights; provided, however, that Customer agrees that VAS may describe Customer's use case, implementation, and results to the extent based on information that is public, independently developed by VAS, or approved, provided, or made available by Customer for such purpose.

22.11 Notices. All notices under these Terms must be in writing. VAS may provide notices to Customer by email to the primary account contact, through the Service, by overnight courier, or by posting to an applicable website, and such notices will be deemed given on the date sent or posted. Notices to VAS must be sent to support@vigilantaerospace.com, with a copy to Vigilant Aerospace Systems, Inc., 1000 W. Wilshire Blvd., Suite 224, Oklahoma City, OK 73116-7020, or to such other address as VAS may designate in writing. Notices sent by nationally recognized overnight courier or certified mail will be deemed given when received; notices sent by email will be deemed given when sent, provided no error notice is received.

23. Contact Information

Vigilant Aerospace Systems, Inc.

1000 W. Wilshire Blvd., Suite 224

Oklahoma City, OK 73116-7020

Support Email: support@vigilantaerospace.com

Support Phone: 405.445.7224 or 844.Safe.Sky