

## **FlightHorizon ALERT Subscription Terms of Service**

**Effective Date:** May 14, 2026

**Last Updated:** May 21, 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING FlightHorizon ALERT OR ANY OF THE SERVICES (AS DEFINED BELOW) OFFERED BY OR ON BEHALF OF Vigilant Aerospace Systems, Inc. (THE “COMPANY”) OR ITS AFFILIATES. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES.

These Terms and Conditions (the “Terms”, as modified from time to time in accordance with the terms herein) are a legal agreement between Customer (as defined on the Order Form) and Vigilant Aerospace Systems, Inc. (“Company”) (each a “Party” and collectively the “Parties”) and define the terms and conditions under which Customer is allowed to use FlightHorizon ALERT and the Services (as defined below). By using the Services, Customer agrees that the provision and receipt of the Services are expressly conditioned on Customer’s acceptance of these Terms. If Customer enters into these Terms or uses the Services on behalf of an entity, Customer represents and warrants that Customer has the authority to bind that entity to these Terms.

### **1. Definitions.**

- a. “Account Credentials” means access codes, passwords, and proprietary credentials such as a username assigned to each Authorized User necessary to provide access to the Services.
- b. “Agreement” means these Terms, the applicable Order Form, and any superseding written agreement for use of the Services executed by and between Company and Customer.
- c. “Authorized Users” means Customer’s employees whom Customer has permitted to use the Services.
- d. “Claim” has the meaning set forth in Section 14.e.
- e. “Company” means Vigilant Aerospace Systems, Inc.
- f. “Customer Data” means any data or information provided by Customer to Company for Customer’s use of the Services.
- g. “Customer Indemnity Responsibilities” has the meaning set forth in Section 14.b.
- h. “Documentation” means Company’s user manuals, handbooks, and installation guides, if any, made available by Company to Customer, relating to the Services.
- i. “Indemnified Party” has the meaning set forth in Section 14.e.
- j. “Indemnifying Party” has the meaning set forth in Section 14.e.
- k. “Malicious Code” means harmful or malicious code, files, scripts, agents, programs, or the like designed or intended to have, or capable of performing or facilitating, any of the following functions: disrupting, disabling, harming, corrupting, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system, database, network, or other device on which such code is stored or installed, including but not limited to viruses, worms, time bombs, and Trojan horses.
- l. “Order Form” means the Vigilant Aerospace Systems, Inc. Order Form or Vigilant Aerospace Systems, Inc. Renewal Order Form to which these Terms and Conditions apply.
- m. “Privacy Policy” means Company’s then-current privacy policy for FlightHorizon ALERT and the Services, as made available or otherwise provided by Company and as updated from time to time.

- n. “Services” means FlightHorizon ALERT and any related Company services, features, data, Documentation, and support ordered by Customer pursuant to the Order Form.
- o. “Subscription” means Customer’s active subscription to the Services under an Order Form or other written agreement with Company, including any paid subscription and, where applicable, any Trial Access.
- p. “Trial Access” has the meaning set forth in Section 8.b.
- q. “Term” means the term described in the Order Form.
- r. “Usage Data” means any usage data and statistics collected by Company resulting from the use of the Services by Customer.

**2. Access to Services and Restrictions on Use of the Services.** Company shall provide access to the Services as set forth in the Order Form, subject to these Terms, including the acceptable-use requirements set forth herein. Customer and its Authorized Users may access the Services only in compliance with the following:

- a. Customer and Authorized Users shall use the Services only in compliance with these Terms, the Order Form, the Documentation, and all applicable laws. Customer shall ensure that each Authorized User satisfies the eligibility requirements for use of the Services, including being at least 18 years old (or the age of majority in the Authorized User’s state of residence, if greater), being authorized by Customer to use the Services, and using the Services only in compliance with these Terms.
- b. Customer shall not and shall not permit any Authorized User or other party to reverse engineer, disassemble, or decompile any component of the Services.
- c. Customer shall not and shall not permit any Authorized User or other party to operate a service bureau, application service provider service, or any software-as-a-service offering based on the Services.
- d. Customer shall not and shall not permit any Authorized User or other party to combine the Services with a Large Language Model (LLM) or generative AI system, other than for Customer’s internal modeling use.
- e. Customer shall not and shall not permit any Authorized User or other party to modify, copy, or make derivative works based on any part of the Services or the Documentation, without prior written permission from the Company.
- f. Customer shall not and shall not permit any Authorized User or other party to use the Services to create an offering that competes with the Services or any of the offerings of Company and its affiliates.
- g. Customer shall not and shall not permit any Authorized User or other party to remove any proprietary notices from the Services or Documentation.
- h. Customer shall not and shall not permit any Authorized User or other party to use the Services in any way that infringes upon the intellectual property of a third party.
- i. Customer may provide access only to Authorized Users in the normal course of Customer’s business for Customer’s own internal business purposes.
- j. Customer shall not and shall not permit any Authorized User or other party to use the Services in any manner or for any purpose not explicitly permitted by these Terms.
- k. Customer shall not and shall not permit any Authorized User or other party to publish, resell, transmit, broadcast, distribute the Services or data acquired from the Services unless explicitly authorized by Company in writing. Company explicitly permits Customer to export reports from the Services interface for its own internal use.

- l.** Company monitors and limits bulk data exports from its database applications; Customer and Authorized Users are prohibited from repeating export queries to circumvent this limit. Customer shall not and shall not permit any Authorized User or other party to attempt to circumvent programmatic restrictions prohibiting or limiting export of Company-provided data, including without limitation the making of programming adjustments to the restrictions.
  - m.** Company may, at any time, inspect, monitor, and audit Customer's account, Customer Data, Customer's use of the Services, and Customer's compliance with these Terms to ensure compliance with these Terms. Customer shall promptly provide records and other information reasonably requested by Company in connection with any such inspection, monitoring, or audit. Company may limit Customer's access to Customer's account or the Services if Company believes, in its sole discretion, that Customer or its Authorized Users have violated or may violate these Terms. Customer shall pay any additional fees owed as a result of the audit.
  - n.** Customer shall not and shall not permit any Authorized User or other party to use the Services in excess of the limitations set forth in the Documentation, the Order Form, or these Terms, or in any manner that adversely affects the usability, integrity, availability, or performance of the Services for Company, its affiliates, or any other customer.
  - o.** Customer shall not and shall not permit any Authorized User or other party to transmit, upload, introduce, or use Malicious Code in connection with the Services, or otherwise use any computer systems, technology, or equipment in a manner that interferes with or disrupts the integrity or performance of the Services.
- 3. Authorized Users and Customer/User Obligations.** Customer shall designate Authorized Users up to the number of Authorized Users subscribed as stated on the Order Form. If the Order Form specifies the number of Authorized Users, the Services may be accessed by no more than the specified number of Authorized Users. Each Authorized User is responsible for maintaining the confidentiality and security of their Account Credentials. User credentials and access cannot be shared or used by more than one Authorized User; provided, however, that Account Credentials may be reassigned to replace former Authorized Users who no longer need access to the Services. Customer may designate a non-employee (i.e., an independent contractor) as an Authorized User only with Company's prior permission and provided Customer (a) takes reasonable steps to ensure such non-employees use the Services only as permitted under these Terms; and (b) shall be responsible for the actions of such non-employee while using the Services.
- a.** Customer shall keep contact information for Customer's account updated.
  - b.** Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and shall notify Company promptly of any such unauthorized access or use.
  - c.** Customer shall be responsible for ensuring that Customer's and Authorized Users' computer systems, technology, and related equipment used in connection with the Services do not interfere with or disrupt the integrity or performance of the Services.
  - d.** Customer shall use commercially reasonable security measures to protect any data transmitted to Customer through or in connection with the Services.
  - e.** Customer shall cooperate with Company's reasonable investigations of service outages, security problems, and any suspected breach of the Services, any Order Form, these Terms, or any incorporated document.

**f. Communications; Authorization for Email and Text Notifications.** Customer authorizes Company to provide electronic communications, including by email and, where applicable, text message (SMS), using the contact information associated with Customer's account and the notification settings within the Services. 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 Services. Customer may manage notification preferences as described in the Privacy Policy and through settings made available within the Services. Customer acknowledges that disabling or limiting operational or alerting notifications may reduce the functionality of the Services or Customer's ability to receive timely alerts, warnings, or other operational information. Nothing in this Section limits Company's ability to send non-marketing legal, security, account, billing, or other administrative communications necessary to provide or administer the Services.

**4. FlightHorizon ALERT Receiver and Hardware-Specific Terms.** Company may provide Customer with a FlightHorizon ALERT Receiver as described in the applicable Order Form. If Company provides such Receiver, the terms and conditions of this Section 4 shall also apply.

**a. Definitions.**

- i.** "ADS-B Data" means the Automatic Dependent Surveillance-Broadcast signals transmitted from aircraft to the Receiver.
- ii.** "Remote ID Data" means the Remote ID signals transmitted from aircraft, drones, or uncrewed aircraft to the Receiver.
- iii.** "Receiver" means the Company hardware, software, antenna, and necessary equipment designed to receive ADS-B Data, Remote ID Data, or other data and transmit it to Company's designated FlightHorizon ALERT server(s).
- iv.** "Hardware" means the Receiver, antenna, associated equipment, accessories, components, and any other hardware provided by Company as part of the Services or under an Order Form.
- v.** "Receiver Services" means the receipt from aircraft and transmission of ADS-B Data, Remote ID Data, or other data to Company's designated FlightHorizon ALERT server(s).

**b. Grant of License.**

- i.** Customer agrees to install and operate the Receiver in accordance with the Documentation, all applicable laws, regulations, and industry standards.
- ii.** Customer will provide real-time ADS-B Data, Remote ID Data, or other data to Company's designated FlightHorizon ALERT server(s) in accordance with the specifications provided by Company.

**c. Data Ownership.** Company retains ownership of the raw ADS-B Data, Remote ID Data, or other data collected by the Receiver.

**d. Equipment and Hardware.**

- i.** Company will provide the Receiver and associated Hardware to Customer as described in the applicable Order Form or other Documentation provided by Company.
- ii. Hardware Included; Property of Company.** Any Hardware provided as part of the Services or under an Order Form is provided solely for use with the Services and remains the property of Company at all times.
- iii. No Transfer; No Encumbrance.** Customer may not sell, lease, assign, transfer, sublicense, pledge, encumber, or otherwise dispose of the Hardware.

**iv. Proper Installation, Use, and Care.** Customer will: (a) install and operate the Receiver in accordance with the Documentation and any installation instructions provided by Company; (b) make best efforts to install the Receiver antenna outdoors in a location free from obstructions with clear line of sight to the horizon; (c) use the Hardware only as intended and in accordance with the Documentation; (d) maintain the Hardware in good condition, including maintaining uninterrupted power and internet connections as required; (e) prevent damage, loss, theft, misuse, or unauthorized access; and (f) ensure that only authorized personnel handle the Hardware.

**v. Technical Support.** Company may provide technical support and assistance to Customer as needed.

**vi. 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, Company may repair or replace it, or require Customer to purchase replacement Hardware, and Customer authorizes Company to charge the then-current replacement or repair cost, plus shipping and applicable taxes, after notice.

**vii. Return of Hardware.** Upon cancellation, expiration, suspension, or termination of Customer's access to the Services, the applicable Order Form, or these Terms for any reason, and in addition to the terms of Section 13.d, Customer will return all Hardware to Company within fourteen (14) days, at Customer's expense, using a trackable shipping method, to the return address designated by Company.

**viii. Failure to Return Hardware; Risk of Loss.** If Customer fails to return Hardware within fourteen (14) days after required return, Customer authorizes Company to charge the full replacement cost of the Hardware system at the 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 Company.

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

## **5. Ownership.**

**a. Customer Data and Usage Data.** As between the Parties, Customer owns Customer Data, and Company owns Usage Data and any aggregated, anonymized, or de-identified information derived from operation or use of the Services that does not identify Customer, Authorized Users, or any other natural person. Customer grants Company a royalty-free, non-exclusive license, with the right to sublicense to its affiliates and service providers, to access, use, process, transmit, store, copy, disclose, and otherwise handle Customer Data as necessary to provide, operate, support, secure, improve, analyze, develop, and administer the Services; enforce these Terms; comply with applicable law and legal process; and as otherwise described in the Privacy Policy. Customer Data is Customer's Confidential Information. Company is responsible for unauthorized access and use of Customer Data if such unauthorized access and use was due to Company's gross negligence or willful misconduct. COMPANY HAS NO LIABILITY UNDER THESE TERMS FOR THE PROTECTION OF CUSTOMER DATA AND USAGE DATA EXCEPT TO THE EXTENT RESULTING FROM COMPANY'S BREACH OF

THIS SECTION 5, COMPANY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 9 BELOW, OR COMPANY'S VIOLATION OF THE PRIVACY POLICY.

- b.** Title to, and ownership of, the Services (together with other intellectual property and software related to the Services) supplied under these Terms shall, at all times, remain with Company. Customer shall acquire no right to Company intellectual property, except to use the Services in accordance with the Terms herein. Company shall be the sole and exclusive owner of all right, title and interest in and to all developments, knowhow, systems and other information and materials conceived or produced by Company, in whole or in part, as a result of these Terms.
- 6. Modification of the Services.** Company, in its sole discretion, reserves the right to modify the Services, or any features of the Services at any time and for any purpose, including improving performance or quality, correcting errors, or maintaining competitiveness. Such modifications, when delivered, shall become part of the Services and shall be subject to all of the Terms herein.
- 7. Support Exclusions.** Company will have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from: (a) problems caused by failed internet connections or other hardware, software or equipment which is not owned, controlled or operated by Company; (b) nonconformities resulting from abuse, negligence, or improper or unauthorized use of all or any part of the Services; (c) problems or errors caused by Customer's, or other third parties' services or equipment; or (d) material modification, amendment, revision, or change to the Services by any party other than Company or Company-authorized representatives. Any use of or reliance on data or data output contained in the Services is Customer's sole responsibility.
- 8. Subscription, Trial Access, and Payment Terms.**

  - a. Subscription Required.** Continued access to the Services requires an active, paid Subscription unless otherwise agreed by Company in writing.
  - b. Trial Access.** If Company 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 Company's sole discretion, and is provided "AS IS" and "AS AVAILABLE" without any warranty or commitment to continue the Services or any feature.
  - c. Free Trial Conversion.** If Customer's Subscription includes Trial Access that converts to paid access at the end of the Trial Access period, Customer's payment method will be charged automatically at the end of the Trial Access period for the then-current annual Subscription fee unless a different billing interval is expressly authorized by Company in writing, including in an Order Form or other written agreement. If Customer does not cancel before the Trial Access period ends, Customer authorizes Company and its payment processor to charge Customer's payment method for the applicable Subscription fees.
  - d. Payment Terms.** Customer will pay the Total Fees set forth in the Order Form and shall pay to use the Services according to the Order Form and these Terms. The fees are exclusive of taxes based on Company's net income. To the extent taxes are not included in the fees set forth in the Order Form, payment of all taxes is the responsibility of Customer. Customer shall change payment information only according to Company's payment change policy, as applicable. If Customer fails to make any payment when due,

in addition to all remedies that might otherwise be available, (a) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the maximum rate permitted under applicable law; and (b) Company may suspend Customer's access to the Services, with no refund for the period of suspension.

**9. Confidentiality.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, when marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Company's Confidential Information includes without limitation non-public information regarding features, functionality, and performance of the Services. Customer's Confidential Information includes non-public Customer Data. Confidential Information does not include information that: (a) is or comes into the public domain other than as a result of breach of the receiving Party's confidentiality obligations hereunder; (b) is known to the receiving Party at the time of disclosure; (c) is rightfully obtained by the receiving Party on a non-confidential basis from a third party; (d) is independently developed by the receiving Party without use of or reference to Confidential Information; or (e) is required to be disclosed under applicable federal, state, or local law, regulation, valid order issued by a court or governmental agency of competent jurisdiction, or the request or requirement of any governmental authority (collectively, "Legal Process"). The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's managers, officers, employees, affiliates, advisers, contractors, and service providers who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder and who are bound by confidentiality obligations at least as protective as those set forth herein. Upon the written request of the disclosing Party following the expiration or termination of these Terms, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and confirm in writing to the disclosing Party that such Confidential Information has been destroyed; provided that the receiving Party may retain copies of Confidential Information to the extent required by law or internal compliance or document retention policies, subject to such Party's continuing confidentiality obligations hereunder. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret, such obligations of non-disclosure will survive the termination or expiration of these Terms for as long as such Confidential Information remains subject to trade secret protection under applicable law. Notwithstanding the foregoing, if the receiving Party is required to disclose the disclosing Party's Confidential Information pursuant to Legal Process, the receiving Party will, if legally permitted to do so, provide prompt written notice to the disclosing Party prior to such disclosure so that the disclosing Party may, at the disclosing Party's own expense, seek a protective order or other appropriate remedy. The foregoing notice shall not be required in the case of a regulatory inquiry or audit that is not specifically related to the disclosing Party. Nothing in this Section

limits Company's handling of personal information as described in the Privacy Policy or any disclosure permitted or required by Legal Process.

**10. Compliance with Laws.** Both Company and Customer shall comply with applicable law in their performance of these Terms. Customer shall use the Services in compliance with all applicable laws, these Terms, the Order Form, and any applicable Documentation, and Customer is responsible for ensuring continued compliance with the foregoing. Customer warrants that it will comply with all applicable privacy, data protection, communications, and notification requirements in its use of the Services, including, where applicable, posting and complying with a privacy policy and providing all notices and obtaining all consents, authorizations, rights, and permissions necessary for Company to process Customer Data and other information submitted by Customer or Authorized Users in connection with the Services. Company's collection, use, disclosure, retention, and protection of personal information in connection with the Services are described in the Privacy Policy.

**11. Limited Warranty and Disclaimer of Warranties.**

**a.** Company warrants that the Services will substantially conform to the Documentation for the ninety (90) days following the date that the Services are made available to Customer. This warranty is conditioned upon Customer reporting the non-conformance in writing within the warranty period. If Company is unable to correct any non-conformance within thirty (30) days after Company's receipt of Customer's written notice, Customer may terminate these Terms and receive a prorated refund of the unearned portion of all amounts paid under these Terms. Such refund will be payable within thirty (30) days after the effective date of termination of these Terms. This warranty does not apply to Trial Access.

**b. Except as provided in Section 11.a,** Company makes no representations or warranties concerning the accuracy, reliability, integrity, or adequacy of any data or other information it provides as part of the Services or that the Services will work in any particular manner. Company makes no warranty regarding the availability of the Services, although Company will make reasonable efforts to notify the Customer of planned downtime. Customer acknowledges the Services are provided "AS IS" and "AS AVAILABLE". Company shall not be liable, in any manner, for Customer's reliance on the Company-provided data or the Services. Company's obligations regarding Customer Data, Confidential Information, and personal information are limited to those expressly stated in Section 5, Section 9, and the Privacy Policy. EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND IN LIEU OF ALL OTHER WARRANTIES, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF: I) MERCHANTABILITY; II) FITNESS FOR PARTICULAR PURPOSE; III) DESIGN; AND/OR IV) ANY TYPE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

**12. Limitation of Liability.** Except for obligations related to confidentiality and indemnification, to the maximum extent permitted by law, and subject to the conditions set forth herein, Company shall not be liable for any special, indirect or consequential damages, including but not limited to, lost profits, even if Company had knowledge of the possibility of such damages. Company's liability to Customer shall be limited to the fees paid by Customer for services rendered by Company to Customer in the previous twelve (12) months.

### 13. Term and Termination.

- a. Term.** Unless earlier terminated as provided in this Section 13, the term of these Terms will commence on the Effective Date and, unless earlier terminated in accordance with these Terms, will continue to apply to all Order Forms for the duration of such Order Forms, and Customer's obligations pursuant to these Terms will continue to apply to any use of the Services by an Authorized User. Except as otherwise specified in the applicable Order Form or where prohibited by applicable law, the Order Form and all non-expiring items added during the course of the Initial Term will automatically renew for an additional period of twelve (12) months, unless either Party gives the other Party notice of non-renewal at least thirty (30) days before the end of the current Term (or, if applicable, any Renewal Term). Company shall have the right to modify fees at the end of the Initial Term and at the end of any Renewal Term.
- b. Right to Suspend.** Company may refuse to provide the Services, suspend Customer's access to the Services, limit Customer's access to Customer's account or the Services, or close Customer's account: (i) for non-payment or untimely authorization of payment; (ii) at any time without notice for conduct that Company believes, in its reasonable discretion, violates: (a) this Agreement, these Terms, any Order Form, or other agreements or guidelines associated with Customer's use of the Services; or (b) any laws applicable to Customer's use of the Services; or (iii) if Company believes, in its sole discretion, that Customer or its Authorized Users have violated or may violate any acceptable-use, access, security, or compliance requirement in these Terms. Company may change eligibility requirements for use of the Services at any time in accordance with these Terms and the applicable Order Form.
- c. Termination.** Either Party may terminate this Agreement or any individual Order Form as follows: (i) for cause if the other Party materially breaches this Agreement or an Order Form and does not remedy such breach within 30 days after its receipt of written notice of such breach; or (ii) immediately, to the extent permitted by law, if the other Party: (a) becomes insolvent; (b) admits in writing to the inability to pay its debts as they mature; (c) makes an assignment for the benefit of creditors; or (d) becomes subject to direct control of a trustee, receiver or similar authority. Company may terminate this Agreement: (i) should Customer remain in breach of its payment obligation five days after a written reminder to pay; (ii) for any violation of Section 2 of these Terms by the Customer; (iii) in the event Customer becomes a competitor, directly or indirectly, as a result of its direct or indirect shareholders. Customer agrees that Company will not be liable to Customer or to any third party for termination of this Agreement or Customer's access to the Services resulting from any violation of these Terms by Customer or any termination pursuant to these Terms. Company may suspend or terminate Customer's use of the Services for any actual or alleged breach of the acceptable-use, access, security, or compliance requirements in these Terms. For clarity, removal, suspension, or termination pursuant to this clause will not terminate Customer's obligation to pay any fees owed to Company.
- d. Effect of Termination.** Upon expiration or termination of these Terms: (i) Customer's right to use the Services will cease, and Company will have no further obligation to make the Services available to Customer; (ii) except as otherwise expressly stated herein, all rights granted to Customer will cease; (iii) Customer will pay fees for the entire Term

under all Order Forms in effect prior to the termination date, less any fees already paid pursuant to such Order Forms.

#### **14. Indemnification.**

- a. By Company.** If any action is instituted by a third party against Customer based upon a claim that the Services, as delivered without modification and used as specified in all applicable documentation, infringe any third party's U.S. intellectual property rights, Company will defend such action at its own expense on Customer's behalf and will pay all damages attributable to such claim which are finally awarded against Customer or paid in settlement.
- b. Exceptions.** Section 14.a will not apply if the alleged claim arises, in whole or in part, from (i) a use or modification of the Services by Customer in a manner inconsistent with any applicable Documentation, or outside the scope of any right granted or in breach of these Terms, (ii) a combination, operation, or use of the Services with other software, hardware, or technology not specifically authorized by Company, or (iii) the Customer Data (the "Customer Indemnity Responsibilities").
- c. Infringement or Likely Infringement.** If all or a portion of the Services are enjoined or, in Company's determination is likely to be enjoined or otherwise infringing, Company may, at its option and expense (i) procure for Customer the right to continue using the Services, (ii) replace or modify the Services so that they are no longer infringing but continue to provide comparable functionality, or (iii) terminate Customer's access to the Services and refund any amounts previously paid for the Services attributable to the remainder of the then-current term. This Section sets forth the entire obligation of Company and Customer's exclusive remedy against Company for any claim that the Services infringe a third party's intellectual property right.
- d. By Customer.** If any action is instituted by a third party against Company or its affiliates (collectively the "Company Indemnitees") relating to (i) Customer's or Authorized Users' use of the Services or Documentation in a manner not authorized or contemplated by these Terms, (ii) misuse of Customer's passwords or access codes, or (iii) Customer Indemnity Responsibilities, Customer will defend such action at Customer's own expense on the Company Indemnitees' behalf and will pay all damages attributable to such claim which are finally awarded against the Company Indemnitees or paid in settlement of such claim, except to the extent arising from Company Indemnitees' willful misconduct or gross negligence. This subsection will not apply to the extent that Company has any indemnification obligation with respect to such claim pursuant to Section 14.a.
- e. Procedure.** Any Party that is seeking to be indemnified under the provisions of this Section 14 (an "Indemnified Party") must (i) promptly notify the other Party (the "Indemnifying Party") of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "Claim") and (ii) give the Indemnifying Party sole control over the defense of such Claim.

- 15. Force Majeure.** Company will not be liable for any delays or failure in performance of any part of the Services due to any cause beyond Company's control. This includes acts of God, changes to laws, epidemic, pandemic or similar influenza or bacterial infection that may cause global outbreak or serious illness, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, and acts of hackers or third-party internet service providers.

- 16. Governing Law.** Subject to Section 17, the laws of the State of Delaware, excluding its conflict-of-laws rules, will apply to any and all disputes, controversies, or claims arising out of or relating to the Services or these Terms (“Disputes”). For any Dispute not subject to arbitration under Section 17 and for any action to compel arbitration, stay litigation, seek emergency or provisional injunctive relief, or confirm, vacate, modify, or enforce an arbitration award, both Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (the “Vienna Sales Convention 1980”) is excluded from these Terms.
- 17. Disputes.** CUSTOMER AND COMPANY AGREE THAT ANY DISPUTE AGAINST THE OTHER MAY ONLY BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. CUSTOMER AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS ACTION AGAINST COMPANY. Except for matters described in Section 16 for which court relief is permitted, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association ([www.adr.org](http://www.adr.org)) or JAMS ([www.jamsadr.org](http://www.jamsadr.org)) according to this provision and the applicable arbitration rules for that forum. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. Any arbitration hearing will occur in Delaware, or another mutually agreeable location. The arbitrator’s award will be binding on the Parties and may be entered as a judgment in any court of competent jurisdiction. For purposes of this arbitration provision, references to Customer and Company also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as Authorized Users or beneficiaries of the Services.
- 18. Assignment.** Neither Party may assign these Terms or any of the rights hereunder or delegate any of its obligations hereunder by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Provided, however, that Company may assign these Terms in connection with a merger, sale, or other business combination.
- 19. Notice.** All notices required hereunder shall be deemed sent if mailed via certified mail, return receipt requested, email, or by post on Company’s website. Notices to Customer will be effective when Company sends them to the email address associated with Customer’s Account. Notices to Company will be effective when Customer sends them to the notice address or email address designated by Company in the applicable Order Form.
- 20. Publicity.** Company may use any name, trademark, logo, or trade name of Customer (or any contraction, abbreviation, adaptation, or other variant thereof), or the name or likeness of any of Customer’s employees or staff, in any news/press/publicity release, advertising, publication, promotional material, or other commercial communication.
- 21. Company Right to Subcontract.** Company may subcontract any aspect of its obligations under these Terms to qualified third parties, provided that any such subcontracting arrangement will not relieve Company of any of its obligations hereunder.

- 22. Independent Contractors.** The relationship arising from these Terms does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing these Terms.
- 23. Export Compliance.** Except as allowed under applicable U.S. Government export laws and regulations, no technical data, hardware, software, technology, or other information furnished under these Terms by either Party shall be disclosed to any foreign person, firm, or country, including foreign persons employed by or associated with Customer. Furthermore, both Parties shall not allow any re-export of any technical data, hardware, software, technology, or other information furnished, without first complying with all applicable U.S. Government export laws and regulations. Each Party shall indemnify, defend, and hold the other Party harmless from and against any and all claims, demands, actions, suits, proceedings, losses, damages, penalties, obligations, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from breaches of this provision by such Party.
- 24. NASA-Licensed Materials; Required Government Notices.**
- a. NASA-Licensed Materials.** Certain components, functionality, software, technical data, inventions, or patented technology used in connection with the Services may include or be derived from technology licensed by Company from the United States Government, including the National Aeronautics and Space Administration ("NASA"), under License Agreement No. DE-518 and related government software-use terms (collectively, "NASA Materials"). This Section 24 applies only to Customer's use of NASA Materials as they are made available to Customer through the Services. Customer is not granted any standalone sublicense to the NASA Materials separate from Customer's limited right to access and use the Services in accordance with these Terms.
- b. Required Government Notices.** To the extent any NASA software or other NASA Materials are provided or made available to Customer, Customer shall not remove, obscure, or alter any copyright, proprietary rights, patent, government rights, or other notices appearing on or in such materials, the Documentation, or any copies expressly authorized by Company. The following notices apply to NASA software and other NASA Materials if and to the extent such software or materials are made available to Customer:
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- d. NASA Disclaimer of Warranties.** The NASA Materials are made available, if at all, on an “AS IS” basis. NASA and the United States Government make no representations or warranties, express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, or usefulness. Without limiting the foregoing, neither NASA nor the United States Government makes any representation or warranty regarding the validity or scope of any patent rights or that anything made, used, accessed, or otherwise provided in connection with the Services or the NASA Materials is or will be free from infringement of any patent, copyright, trademark, trade secret, or other third-party right.
- e. No NASA Support or Other Obligation.** Customer acknowledges that neither NASA nor the United States Government has any obligation to provide Customer with support, maintenance, updates, corrections, training, technical information, or other services relating to the Services or the NASA Materials, or to file, maintain, prosecute, enforce, or defend any patent, patent application, or other intellectual property right relating to the NASA Materials.
- f. No NASA Endorsement; Restricted Use of NASA Name.** The availability or use of the Services or the NASA Materials does not constitute or imply endorsement, sponsorship, affiliation, approval, or recommendation by NASA or the United States Government. Customer shall not use the NASA name, acronym, seal, insignia, logotype, or any other NASA mark or adaptation in advertising, publicity, marketing, case studies, customer announcements, or other communications, or otherwise suggest NASA endorsement, sponsorship, affiliation, approval, or recommendation, without prior written authorization from NASA or other authorization expressly permitted by applicable law.
- g. No NASA Liability.** To the maximum extent permitted by law, NASA, the United States Government, and their respective officers, employees, contractors, and subcontractors will have no liability to Customer, Authorized Users, or any third party for any claim, loss, damage, liability, cost, or expense arising out of or relating to the Services or the NASA Materials. Customer’s remedies, if any, are solely against Company and are limited as set forth in these Terms.
- h. Export Compliance.** Customer shall comply with all applicable United States export control, sanctions, and foreign national access laws and regulations in connection with any NASA Materials or related technical data made available through the Services. Customer shall not export, re-export, transfer, disclose, or provide access to such materials or technical data except as authorized by applicable law and these Terms.
- i. Priority.** To the extent this Section 24 conflicts with any other provision of these Terms, this Section 24 controls solely with respect to the NASA Materials and required government notices.
- 25. Severability.** In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of these Terms.
- 26. Interpretation.** The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of these Terms. Whenever the context hereof shall so require, the singular shall include the plural, male gender shall include the female gender and the neuter; and vice versa. In the event that any date or period

provided for in these Terms shall occur on a Saturday, Sunday or U.S. legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or U.S. legal holiday.

**27. Survival.** The following sections of the Terms will survive any termination or expiration of the Terms: 1 (Definitions), 2 (Access to Services and Restrictions on Use of the Services), 3 (Authorized Users and Customer/User Obligations), 4 (FlightHorizon ALERT Receiver and Hardware-Specific Terms), 5 (Ownership), 8 (Subscription, Trial Access, and Payment Terms), 9 (Confidentiality), 10 (Compliance with Laws), 11 (Limited Warranty and Disclaimer of Warranties), 12 (Limitation of Liability), 13 (Term and Termination), 14 (Indemnification), 16 (Governing Law), 17 (Disputes), 18 (Assignment), 19 (Notice), 23 (Export Compliance), 24 (NASA-Licensed Materials; Required Government Notices), and 27 (Survival).

**28. Modifications.** These Terms and Conditions were last modified on the date listed at the end of these Terms (“Last Modified Date”). Company may make modifications to these Terms by posting a revised Terms and Conditions on the Company’s website. Customer acknowledges and agrees that use of the Services by Customer after the Last Modified Date constitutes Customer’s acceptance of the modified terms, that such modified terms will become effective on the Last Modified Date, and that it is Customer’s responsibility to check this website regularly for modifications to these Terms. Any term or condition in any purchase order or other document provided by Customer to Company will be null, void, and of no legal force or effect, unless it is made pursuant to an amendment to these Terms and signed by an authorized representative of the Company.

**29. Entire Understanding.** These Terms represent the entire understanding of the Parties regarding the Services and supersede all prior or contemporaneous understandings or agreements, including any Company online agreements or negotiations, whether oral or written, implied or express, between the Parties. In the event of any conflict between the terms of a schedule and these Terms, these Terms shall prevail unless specifically amended in the schedule.

**Last Modified:** May 21, 2026