

SkyPath End User License Agreement

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE APP.

By checking this box, you acknowledge that by installing and/or using the **SkyPath** mobile software application (the "**App**"), you, either on behalf of yourself or, if applicable, on behalf of the organization or other legal entity that owns, leases, operates or otherwise controls the aircraft, devices or operations for which the App is used (collectively, "**you**"), are entering into a legal agreement with SkyPath US Inc. and its affiliates ("**SkyPath**", "**we**", "**us**" or "**our**"), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement ("**Agreement**"). If you accept this Agreement on behalf of an organization or other legal entity, you represent and warrant that you are authorized to bind such entity to this Agreement.

You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. To the extent your organization already entered into a license agreement with us ("**License Agreement**"), the terms of such License Agreement shall also govern your use of the App in combination with this Agreement. In case of any conflict between the terms of this Agreement and the License Agreement, the later shall prevail.

- 1. Eligibility.** You must be at least eighteen (18) years of age to use the App. By entering into this Agreement you affirm that you are above the age of eighteen (18) years. SkyPath reserves the right to bring legal action against any individual or entity for any loss or damage that it may suffer as a result of violation of the terms of this Agreement, including these eligibility provisions.
- 2. License.** Subject to the terms and conditions of this Agreement, we hereby grant you a personal or, if applicable, internal business, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("**License**") to: (i) download, install, access and use the App on a mobile telephone, tablet, or other device (each, a "**Device**") that is owned, leased, operated or otherwise controlled by you or on your behalf, including any Device installed in, assigned to, or used in connection with any aircraft owned, leased, operated or otherwise controlled by you; and (ii) access and use the App on such Device in accordance with the terms of this Agreement and all applicable Usage Rules (defined below). Where you are an organization or other legal entity, the App may be accessed and used on your behalf by your employees, flight crew members, contractors and other authorized personnel solely for your internal business operations and in accordance with this Agreement, and you shall remain responsible for all acts and omissions of such authorized users.
- 3. License Restrictions.** You may not use the App for any purposes beyond the scope of the access granted in this Agreement and the intended purposes of the App. You agree not to, and shall not permit any third party to, directly or indirectly: (i) sublicense, redistribute, sell, resell, lease, lend or rent the App; (ii) make the App available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of the App; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the App or any part thereof or use the App to develop any service or product that is the same as, or substantially similar to, the App or competes with the App, or otherwise develop any competing concept, material or product; (v) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App; (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications; (viii) use SkyPath's and/or the App name, logo or trademarks without our prior written consent; (ix) use the App to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement; (x) install or use the App on any Device that is not owned, leased, operated or otherwise controlled by you or on your behalf; (xi) disclose the results of any App benchmark test, or publish any reviews, opinions or impressions about, or experiences with, the App, including, by way of illustration and not limitation, by publicizing them in blogs or posting screenshots on the internet, without our express prior written consent; (xii) use any automated means to access online portions of the App; and/or (xiii) interfere or attempt to interfere with the integrity or proper working of the App, or work around any technical limitations in the App.
- 4. Account.** In order to use some of the App features you may be required to create or use an App account (an "**Account**") or use the access credentials provided to you by your airline company in order to access the App. When you create an Account, you must provide accurate and complete information, and you represent and warrant that you have all necessary rights, permissions and authorizations to create such Account and to provide access to the App to your authorized users. Where the Account is created or maintained on behalf of an organization or other legal entity, such Account may be used by authorized personnel acting on behalf of that entity, subject to this Agreement. You are solely responsible for the activity that occurs in your Account, including any activity of your authorized users, and you are responsible for keeping your Account password and access credentials secure. You agree to notify us immediately of any unauthorized use of your Account. You may access the App only through the interfaces and protocols provided or authorized by SkyPath and maintain and use the App in strict compliance with SkyPath instructions and Usage Rules.
- 5. Usage Rules.** If you are downloading the App from a third party mobile device platform or service provider, or if you are using the App on behalf of a third party (for example, your employer, airline company, fleet operator or aircraft owner) ("**Third Party Provider**"), please be aware that the Third Party Provider may have established

usage rules which also govern your use of the App. We specifically refer to the Usage Rules of certain Third Party Providers requirements in the section below entitled '*Third Party Provider Requirements and Usage Rules*', but other Usage Rules may be applicable depending on where the App has been downloaded from and what rules have been provided to you, such as this Agreement. Collectively, the rules and terms of use under which you are authorized to use the App are referred to in this Agreement as ("**Usage Rules.**") You acknowledge that, prior to downloading or accessing the App via a Third Party Provider, you have had the opportunity to review and understand, and will comply with, all Usage Rules. The Usage Rules applicable to your use of the App are incorporated into this Agreement by reference. You represent that you are not prohibited by any applicable Usage Rules, applicable law, or otherwise from using the App in full compliance with the Usage Rules; if you are unable to make such a representation you are prohibited from installing and/or using the App.

6. **Embargo.** You represent and warrant that (i) you are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) you are not listed on any United States government list of prohibited or restricted parties.

7. **Intellectual Property Rights.in**

7.1. **Ownership.** The App is licensed and not sold to you under this Agreement and you acknowledge that SkyPath and its licensors retain all right, title and interest, including all Intellectual Property Rights (defined below), in and to the App and its related software, all improvements, modifications, updates, derivatives and feedback relating thereto, and any data and inputs created, developed and/or transformed by SkyPath and sent to SkyPath and/or its systems from the Device ("**SkyPath Data**"). Except for the limited License expressly granted under this Agreement, no rights are granted to you in or to the App, the SkyPath Data or any related Intellectual Property Rights. "**Intellectual Property Rights**" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

7.2. **Content.** The content made available on or through the App, including without limitation the SkyPath Data, text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features and services (the "**Materials**"), and the trademarks, service marks and logos contained therein (the "**Marks**"), and together with the Materials, the "**Content**"), is owned by SkyPath and/or its licensors and may be protected by applicable copyright, trademark and other intellectual property laws. The name "SkyPath" and the SkyPath logo are Marks of SkyPath and its affiliates. All other Marks used on the App are the trademarks, service marks or logos of their respective owners. Except as expressly permitted under this Agreement, you may not use, copy, distribute, transmit, publish, sell, transfer, create derivative works of, or otherwise exploit any Content. The App may also include content made available by third parties ("**Third Party Content**"), which remains subject to the rights and terms applicable to such third party content.

7.3. As between the Parties, you are and shall be the sole and exclusive owner of all intellectual property rights in and to data provided by you and/or uploaded by you to the Service, including accelerometer raw data (G signals from the accelerometers) and airplane location data such as GPS or altitude data ("**Customer Data**"). SkyPath shall use the Customer Data only for the purpose of providing the Service, provided however, that SkyPath may be required to disclose the Customer Data: (a) to satisfy any applicable law, regulations, legal process, subpoena or governmental requests; or (b) to its affiliates and to third party service providers and vendors as reasonable necessary to provide the Service.

8. **Privacy.** We will use any personal information that we may collect or obtain in connection with the App in accordance with our privacy policy which is available at <https://skypath.io/privacy/> ("**Privacy Policy**"), and you agree that we may do so. To the extent SkyPath processes personal information on your behalf as a processor/service provider, such processing shall be governed by the applicable data processing agreement ("**DPA**") made available by SkyPath upon request.

9. **Warranty Disclaimers.**

9.1. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE APP AND ANY CONTENT PROVIDED BY IT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND SKYPATH, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APP AND THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

9.2. WITHOUT LIMITATION TO THE FOREGOING, SKYPATH PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP AND ANY CONTENT PROVIDED THEREIN WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, OR THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE APP.

93. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
 94. WITHOUT DEROGATING FROM THE ABOVE, SKYPATH AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY INACCURACY OF SKYPATH DATA AND/OR CONTENT, INCLUDING BUT NOT LIMITED TO THEIR LOCATION AND/OR INTENSITY AND/OR IN CASE ANY TURBULENCE SHALL NOT BE DETECTED BY THE APPLICATION. FOR THE AVOIDANCE OF DOUBT, SKYPATH DOES NOT REPRESENT, WARRANT OR UNDERTAKE THAT ANY SKYPATH DATA AND/OR CONTENT MADE AVAILABLE THROUGH THE APP WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE OR FIT FOR ANY PARTICULAR PURPOSE.
 95. WITHOUT DEROGATING FROM THE ABOVE, YOU CONFIRM THAT YOU ACKNOWLEDGE THE FACT THAT THE SERVICES PROVIDED THROUGH THE APP AND SPECIFICALLY, THE SKYPATH DATA ARE BASED ON AND DEPEND ON THE QUANTITY OF DATA COLLECTED FROM OTHER USERS AND SKYPATH DOES NOT UNDERTAKE NOR WARRANT AS TO THE EXTENT OF SKYPATH DATA THAT WILL BE SHARED WITH YOU THROUGH THE APP.
- 10. Limitation of Liability.**
101. UNDER NO CIRCUMSTANCES SHALL SKYPATH BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE APP EVEN IF SKYPATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 102. IN ANY EVENT, SKYPATH'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE APP, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO SKYPATH FOR USING THE APP WITHIN THE TWELVE (12) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.
 103. THE FOREGOING LIMITATIONS AND EXCLUSIONS IN THIS SECTION SHALL APPLY: (i) EVEN IF SKYPATH HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES; (ii) EVEN IF ANY REMEDY SET FORTH HEREIN FAIL ITS ESSENTIAL PURPOSE; AND (iii) REGARDLESS OF THE BASIS OR THEORY OF LIABILITY.
- 11. Indemnity.** You agree to defend, indemnify and hold harmless SkyPath and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the App; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.
- 12. Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the App nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
- 13. Updates and Upgrades.** We may from time to time provide updates or upgrades to the App (each a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the App. All references herein to the App shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.
- 14. Third Party Sources and Content.**
141. The App may contain content of and/or links to third-party web sites or services that are not owned or controlled by us. SkyPath has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that SkyPath shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. Please read the terms and conditions and privacy policies of any third-party web sites or services that you visit before you engage in any such activity.
 142. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any third party content or that is communicated to you from a third party source.

143. You are solely responsible and liable for your interaction with a third party source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against SkyPath, and release SkyPath from any and all liability, arising from your use of and interaction on any third party content and from your interaction with any third party source. If you have any query or complaint regarding a third party source or any third party content, you agree to contact the third party source directly.

15. Term and Termination.

15.1. This Agreement is effective for the duration of your access to and use of the App, including during the term of any App subscription. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the App; and/or (ii) terminate this Agreement and your use of the App if you breach the terms of this Agreement, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App in any way, your only recourse is to immediately discontinue use of the App.

15.2. Upon termination of this Agreement, you shall cease all use of the App. Sections 7 (*Intellectual Property Rights*), 8 (*Privacy*), 9 (*Warranty Disclaimers*), 10 (*Limitation of Liability*), 11 (*Indemnity*), and 16 (*Assignment*) to 19 (*General*) shall survive termination of this Agreement.

16. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned or transferred by SkyPath without restriction or notification.

17. **Modification.** We reserve the right to modify this Agreement at any time by sending you an in-App notification and/or publishing the revised Agreement on the App. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the App thereafter means that you accept those changes.

18. **Governing Law and Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in New York, New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

19. **General.** This Agreement, and any other legal notices published by us in connection with the App, shall constitute the entire agreement between you and SkyPath concerning the App. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. No amendment to this Agreement will be binding unless in writing and signed by SkyPath. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. All section and sub-section headings used in this Agreement are for convenience only, and shall not be relied upon or used in interpreting this Agreement. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

20. Third Party Provider Requirements and Usage Rules.

20.1. Apple. If you download the App from the Apple, Inc. ("**Apple**") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

(i) You acknowledge and agree that:

(a) this Agreement is concluded between SkyPath and you only, and not with Apple, and SkyPath and its licensors, and not Apple, are solely responsible for the App and the content thereof.

(b) your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.

(c) the License granted herein is limited to a non-transferable right to use the App on an Apple iPad, product that you own or control and that runs the iOS;

(d) SkyPath is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;

(e) SkyPath is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to

conform to any warranty will be SkyPath's sole responsibility;

- (f) SkyPath, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation;
 - (g) in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
 - (h) Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
- (ii) You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
 - (iii) If you have any questions, complaints, or claims regarding the App, please contact SkyPath at:
 - Email: support@skypath.io
 - Telephone: +1(844)-611-2118
 - Address: 251 Little Falls Drive Wilmington , New Castle , Delaware 19808, USA
 - (iv) By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).