

**EVALUATION ORDER FORM TERMS**

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**SKYPATH EVALUATION TERMS****1. SCOPE OF THE AGREEMENT**

- 1.1. During the Evaluation Period, SkyPath grants Customer a non-exclusive, worldwide, revocable, royalty-free right to access and use the Platform solely for Customer's internal evaluation and testing of the Platform in accordance with the Evaluation Scope set forth in the Order Form (the "**Evaluation**"). Upon termination or expiration of this Agreement, the Evaluation ends and Customer will promptly stop using the Platform.
- 1.2. Use Restrictions. Customer will not (and will not permit any third party to): (i) reverse engineer, decompile, or disassemble the Platform or attempt to discover its source code, except to the extent such restriction is prohibited by applicable law; (ii) use the Platform to develop or offer a competing product or service; or (iii) bypass or interfere with the Platform's security or technical limitations.

**2. OWNERSHIP**

- 2.1. Customer Data. Customer is and shall be the sole and exclusive owner of all intellectual property rights in and to data provided by Customer and/or uploaded by Customer to the Platform, including accelerometer raw data (G signals from the accelerometers) and airplane location data such as GPS or altitude data ("**Customer Data**"), and SkyPath shall use the Customer Data only for the purpose of performing the evaluation.
- 2.2. SkyPath Ownership. SkyPath owns and retains all intellectual property rights in and to the Platform and SkyPath Data, and any improvements, updates, modifications, and derivatives of any of the foregoing. "SkyPath Data" means any outputs created by the SkyPath application and transmitted from the device on which the application is installed as well as any additional data provided to Customer as part of the Platform.

**3. LIMITATION OF LIABILITY.** THE APPLICATION IS PROVIDED "AS IS" FOR EVALUATION PURPOSES ONLY WITHOUT ANY WARRANTIES - EXPRESS, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW (a) IN NO EVENT WILL SKYPATH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS, ARISING OUT OF OR RELATED TO THE PLATFORM; AND (B) SKYPATH AGGREGATE LIABILITY WILL NOT EXCEED USD \$1000.

**4. CONFIDENTIALITY.** Each party may receive non-public information about the other party in connection with the Evaluation ("**Confidential Information**"). The receiving party will (a) use Confidential Information only to conduct the Evaluation, (b) protect it using reasonable care, and (c) share it only with employees, contractors, and advisors who need to know and are bound by confidentiality obligations at least as protective as this section. Confidential Information does not include information that the receiving party can show is: (i) publicly available through no fault of the receiving party, (ii) already lawfully known to the receiving party without restriction, (iii) independently developed without use of the Confidential Information, or (iv) lawfully received from a third party without confidentiality obligations. If disclosure is required by law, the receiving party will provide prompt notice to the disclosing party (if legally permitted) and reasonably cooperate to seek confidential treatment.

**5. GENERAL.** These Terms are the entire agreement between the parties regarding its subject matter and replaces all prior or contemporaneous understandings. These Terms are governed by the laws of the State of New York, without regard to conflict of laws principles, and the parties submit to the exclusive jurisdiction of the competent courts located in New York County, New York.