

Terms and Conditions

Version 20241202

This Agreement is made by and between:

SafeSky SRL, a company organized and existing under the laws of Belgium, with its principal place of business at Avenue Du Champ De La Bloquerie 42, 1420 Braine-l'Alleud, Belgium (hereinafter referred to as "**Provider**"),

and

The Client, the legal entity purchasing a license to use SafeSky API software (hereinafter referred to as the "**Client**").

WHEREAS:

- The Provider operates a platform providing real-time situational awareness data related to the positions of various types of aircraft, including general aviation, gliders, commercial aircraft, ultralights, and drones (hereinafter referred to as the "**Data**").
- The Client requires access to the Provider's application "**SafeSky API**" to enhance flight safety through situational awareness.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Grant of Access

1.1 Scope of License

The Provider grants the Client a non-exclusive, non-transferable, revocable, and limited license to use SafeSky API software, subject to the terms and conditions set forth in this Agreement.

1.2 Authorized Use

The Client may use the SafeSky API software solely for its internal business operations to improve situational awareness and operational safety. The software is provided for informational purposes only and is not intended to be relied upon for any critical operational or safety decisions.

2. Restrictions on Use

2.1 No Redistribution

The Client shall not share, distribute, sublicense, resell, or otherwise make the SafeSky API software or Data available to any third party without prior written consent from the Provider.

2.2 Prohibited Use

The Client shall not use the SafeSky API software or Data in any jurisdiction where such use is restricted or prohibited by law or regulation.

2.3 Security Obligations

The Client agrees not to reverse-engineer, decompile, or disassemble any component of the SafeSky API software.

3. Ownership and Intellectual Property

3.1 Ownership

All rights, title, and interest in and to the SafeSky API software and Data, including any intellectual property rights therein, remain the exclusive property of the Provider. The Client acknowledges that it obtains no proprietary rights to the software, Data, or any related materials.

3.2 No License Beyond Stated Terms

Except as expressly provided in this Agreement, no other rights or licenses, express or implied, are granted to the Client regarding the SafeSky API software or Data.

4. Confidentiality

4.1 Confidential Information

The software, Data, and other proprietary information provided by the Provider are considered confidential. The Client agrees not to disclose such information to any third party without the Provider's prior written consent, except as required by law.

4.2 Non-Disclosure and Protection Measures

The Client agrees to take all necessary precautions to protect the Provider's confidential information with at least the same degree of care as it protects its own confidential information, but in no case less than a reasonable degree of care.

5. Term and Termination

5.1 Term

This Agreement shall commence on the date the Client acquires the SafeSky API license and continue until terminated by either party as provided herein.

5.2 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any term of this Agreement and fails to remedy the breach within thirty (30) days.

5.3 Effect of Termination

Upon termination, the Client shall immediately cease all use of the SafeSky API software and destroy any copies of Data in its possession. Any payments made by the Client before termination are non-refundable.

6. Limitation of Liability

6.1 No Warranty

The SafeSky API software and Data are provided "as is," and the Provider makes no warranties, express or implied, regarding the accuracy, completeness, reliability, or fitness for any particular purpose of the software or Data.

6.2 Liability Limitation

In no event shall the Provider be liable to the Client or any third party for any direct, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, business interruption, or data loss, arising out of or related to this Agreement or the use of the Data, even if advised of the possibility of such damages.

7. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Provider from any claims, liabilities, damages, or losses arising from the Client's misuse of the SafeSky API software or Data, including reasonable legal fees.

8. Governing Law and Dispute Resolution

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflicts of law principles.

8.2 Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiations.

8.3 Litigation

If the parties are unable to resolve the dispute through mediation or arbitration, or if the nature of the dispute requires judicial intervention (e.g., injunction or other urgent relief), the parties agree that the courts of Belgium shall have exclusive jurisdiction to hear the case.

9. Service Level Agreement (SLA)

9.1 Service Availability

9.1.1 Uptime

The Provider will use commercially reasonable efforts to ensure that the API will be available, excluding scheduled maintenance. However, the Provider does not guarantee continuous, uninterrupted, or error-free operation of the API, and the Provider shall not be held liable for any unavailability or outages of the API.

9.1.2 No Liability for External Factors

The Provider shall not be responsible for any downtime, errors, or delays caused by factors outside its reasonable control, including but not limited to internet service provider failures, denial-of-service attacks, or force majeure events.

9.1.3 Scheduled Maintenance

The Provider will provide at least 48 hours notice before any scheduled maintenance that may cause the API to be unavailable.

9.2 Support

9.2.1 Support Hours

The Provider shall provide email support to the Client during business hours (9 AM to 5 PM CET, Monday to Friday), excluding Belgium public holidays and weekends.

9.2.2 Response Time

The Provider will respond to support requests by email as follows:

- **Critical Issues (API unavailable):** Response within 2 support hours.
- **Major Issues (Significant degradation of service):** Response within 8 support hours.
- **Minor Issues (Non-critical issues):** Response within 24 support hours.

However, the Provider makes no guarantees regarding resolution times or the ability to fully resolve any reported issues. The Provider shall not be liable for any consequences arising from delayed responses or unresolved issues.

9.3 Data Accuracy and Timeliness

9.3.1 Data Accuracy

The Provider will use reasonable efforts to ensure the accuracy of the Data. However, the nature of real-time data collection means that inaccuracies, delays, and omissions may occur. The Data is provided on an "as is" and "as available" basis, with no guarantees, warranties, or representations regarding accuracy, completeness, or timeliness. Neither the Provider nor its affiliates, members, owners, licensors, or data providers make any warranty, express or implied, of merchantability or fitness for a particular purpose regarding the Data.

9.4 Data Usage Restrictions

The Data is uncertified and shall not be used for any air traffic control (ATC) purposes or for any safety-critical decision-making processes. The Client is strictly prohibited from using the Data in any situation where failure or inaccuracy of the Data could lead to harm, death, or property damage. The Provider expressly disclaims any liability for any consequences arising from improper use of the Data.

9.5 End-User Disclosure

The Client shall be responsible for notifying its end-users and any other parties using its systems or services that incorporate the Data of the following:

- The uncertified nature of the Data provided by the Provider.
- That the Data is for informational purposes only and must not be relied upon for critical decision-making or safety-related purposes.
- That the Data comes with no guarantees regarding its accuracy, completeness, reliability, or timeliness.

The Client shall include this disclosure in any terms of use, agreements, or documentation provided to its end-users, making it clear that the Data is not certified for operational or safety-critical use.

9.6 Remedies

9.6.1 Restoration of Service

In the event of any significant downtime, unavailability, or service degradation of the API, the Provider will take reasonable efforts to restore normal service as quickly as possible. The Provider's primary obligation shall be the restoration of service within a reasonable timeframe.

9.6.2 Technical Assistance

During periods of significant disruption, the Provider may, at its sole discretion, offer additional technical assistance to the Client to help mitigate the impact of the disruption, including guidance on alternative workflows or system adjustments. This is provided on a best-effort basis and does not guarantee immediate resolution.

9.6.3 Exclusions from Remedies

Remedies will not apply in cases where service interruptions result from:

- Scheduled maintenance, for which proper notice has been given.
 - External factors beyond the Provider's control, such as internet service provider failures, network outages, or force majeure events.
 - Misuse or misconfiguration of the API by the Client, or breaches of the terms of this Agreement.
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9.7 Force Majeure

9.7.1 Definition

Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement if such failure or delay is caused by events or circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, governmental regulations, strikes, labor disputes, power outages, internet service provider failures, natural disasters (such as floods, earthquakes, or hurricanes), epidemics, pandemics, or any other similar events (hereinafter referred to as "Force Majeure Event").

9.7.2 Notification

The affected party must promptly notify the other party in writing of the Force Majeure Event, explaining the nature of the event, the impact on its ability to perform its obligations, and the expected duration of the Force Majeure Event.

9.7.3 Suspension of Obligations

During the period of the Force Majeure Event, the obligations of the affected party under this Agreement shall be suspended to the extent that they are impacted by the Force Majeure Event. The API key and the Provider services will become unavailable for the period. Both parties shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance of their obligations as soon as reasonably possible.

9.7.4 Termination Due to Extended Force Majeure

If the Force Majeure Event continues for a period exceeding sixty (60) days, either party may terminate this Agreement upon written notice to the other party, without further liability except for any payment obligations incurred prior to the Force Majeure Event.

9.7.5 Exclusions

A Force Majeure Event shall not include circumstances resulting from a party's negligence or failure to take reasonable actions to prevent or mitigate the effects of the Force Majeure Event.