

Terms of use for „UAV Health Condition Monitoring Platform“

Lufthansa Technik AG, Weg beim Jäger 193, 22335 Hamburg, Germany (“LHT”) operates the UAV Health Condition Monitoring Platform (“HCM Platform”). The following terms of use ("Terms of Use“) shall apply to the use of HCM Platform by Users (as defined hereinafter).

The HCM Platform is an information service related to unmanned aerial vehicles such as drones, multicopter or fixed wings (“UAV”). It is a service for professional pilots and companies as well as hobby pilots (all “Users”).

1. Registration requirements

- 1.1 The use of the HCM Platform requires Users to accept these Terms of Use and to create an account. If the User is already registered at SafeDrone (www.safe-drone.com – “SafeDrone”) the User may use his SafeDrone details to sign in for the HCM Platform. Otherwise, the User must register at SafeDrone prior creating an account for the HCM Platform.
- 1.2 After registration LHT will verify whether the information provided meets the requirements and may then activate the account at its sole discretion. Upon receipt of the confirmation email by LHT the User may use the HCM Platform during the term of this agreement.
- 1.3 The information requested during registration must be given in full and to the best of the User's knowledge. If the provided information changes after registration, User is obligated to immediately update the changes in the account. The User may manage his details via safe-drone.com.
- 1.4 User is not allowed to disclose his password and/or any other login data to any third party. User shall take appropriate measures to maintain confidentiality of said data and to prevent the misuse of the account by Third Parties. If User has any indications that the account is being or was misused by any third party, User shall immediately notify LHT thereof, e.g. by using the following email address: info@safe-drone.de.
- 1.5 In order to secure the communication between the User and LHT the User must maintain his email address stated during the registration process and check this email account regularly for incoming messages from LHT.

2. Access to the HCM Platform

- 2.1 The HCM Platform is web-based and can be accessed by registered Users via www.safe-drone.com and hcm.safe-drone.com. The HCM Platform requires the latest version of the Internet Explorer, Google Chrome or Mozilla Firefox web browser as well as an internet access. The functionality of the HCM Platform might be limited in case of any third party updates to the web browsers.
- 2.2 Subject to a separate agreement between LHT and the User the HCM Platform may also be integrated to the User's system via an application programming interface (API).

3. Supported UAVs

The HCM Platform supports UAVs and components from a growing number of manufacturers. An updated list of supported manufactures and models can be found at www.safe-drone.com/de/en/hcm-supported-uav.

4. Fleet Group Management

- 4.1 Each registered User may create a Fleet Group to pool different UAVs and invite other registered Users to participate in this Fleet Group. LHT will verify whether the information provided meets the requirements and may then activate the group membership at its sole discretion. The User creating the Fleet Group will act as the administrator of said Fleet Group and will be liable for all acts or omissions of other group members regarding said Fleet Group.
- 4.2 The User may choose a name for the Fleet Group. The User must not chose a name that infringes intellectual property of third parties (especially, trademarks, commercial designations, personal rights) or constitutes the likelihood of a misconception regarding an association between the Fleet Group and a third party.
- 4.3 Only the owner (User who registered a UAV on the HCM Platform) is entitled to delete data relating to the specific UAV. This also applies to UAVs used in a Fleet Group and even in regards to data upload to the HCM Platform by other group members. If a group member wishes to delete said data the group member must ask the owner.

5. Scope of Service

- 5.1 The HCM Platform is currently free of charge. However, LHT may decide at its own discretion to make the HCM Platform as a whole or some functions of the HCM Platform subject to a charge for the future. In this case LHT will inform the User and ask for the User's acceptance in advance. If the User's does not accept LHT may terminate the agreement in accordance with section 11.2.
- 5.2 Currently the HCM Platform provides the following functions:
- Automatic analysis of flight and sensor data in relation of the health condition of the respective component;
 - Automatic detection of malfunction and guidelines regarding troubleshooting;
 - Visualisation of flight and sensor data (including a 2D flight trajectories);
 - Collection and visualisation of statistics (flight duration, flight cycle, history);
 - Fleet management functions (creating new UAVs, editing UAV data and deleting UAV).
- 5.3 LHT may decide to add additional functions or to change or discontinue the current functions at any time.
- 5.4 The User may make certain parts of his HCM profile available to third parties (optional). If the User allows third parties to make changes or amendments the User is solely responsible for this content.

6. Data

- 6.1 In order to add a new UAV the User must state certain UAV details, such as type, serial number, registration code ("UAV Data").
- 6.2 In order to use the function of the HCM Platform the User must upload the flight and sensor data of its UAVs ("Flight and Sensor Data") to the HCM Platform via the UAV's interface. Details on the data export may be found within the manual of the respective UAV.
- 6.3 The User grants LHT a non-exclusive, unlimited right to use the UAV Data and the Flight and Sensor Data for the purpose of providing the HCM Platform and for the

purpose of further developing and testing the HCM Platform as well as for statistical analysis. This licence includes the right to sublicensing, especially with regards to affiliates and/or subcontractors of LHT.

6.4 In case personal data is processed by LHT section 7 applies.

7. Protection of Personal Data

LHT complies with the requirements when collecting, storing and processing personal data for the HCM Platform pursuant to German law. Details can be found on the [privacy policy](#) of the HCM Platform.

8. User License

8.1 Unless expressly stated otherwise within these Terms of Use, LHT remains all rights in the HCM Platform and any information made available via the HCM Platform.

8.2 LHT grants to the User a non-exclusive, limited to the term of this agreement, right to use the HCM Platform and the information made available to the User in accordance with these Terms of Use. Especially, the User shall not copy the HCM Platform to other storage devices, make available or distribute copies of the HCM Platform to third parties nor reverse engineer, decompile or disassemble the HCM Platform unless and to the extent permitted by applying statutory provisions.

9. Limitations on Use

9.1 HCM Platform is provided solely for the User's personal use, and the User must not sublicense, distribute, sell, rent, modify, or alter the HCM Platform or any content that the User receives via the HCM Platform.

9.2 The HCM Platform must not be used in connection with the operation of UAV that may in any way endanger or harm people, privacy or property, infringes applying laws, interfere with security-related features of the HCM Platform or interfere with any security measures of any third party.

9.3 The User must not use LHT's name, trademarks or commercial designations in connection with own or third party goods and services without the prior written consent of LHT.

- 9.4 The User shall indemnify and hold harmless LHT from any third party claims resulting from or in connection with a breach of these Terms of Use by the User.

10. Warranty and Liability

- 10.1 The HCM Platform is only designed as an additional information source and does not replace any information systems available to the User or release the User from performing safety and airworthiness checks prior using a UAV.
- 10.2 The User must check himself whether the use of the HCM Platform and the purpose of its use is in compliance with the applicable laws and does not conflict with any contractual obligations or rights of the User towards third parties (e.g. warranties given by the producer and/or seller of the UAV). If and to the extent the User is not the sole legal owner of the UAV the User warrants towards LHT that all legal owners of the Device approved the use of the HCM Platform.
- 10.3 LHT shall use reasonable efforts to maintain and make available the HCM Platform via the internet. Like other online services the availability of the Platform depends on services by third parties and also requires technical maintenance. Therefore, the HCM Platform might be temporarily unavailable or only available with limited functionality. Thus, LHT does not warrant an undisrupted availability of the HCM Platform.
- 10.4 Any information provided via the HCM Platform are prepared with care and expertise. Nevertheless, no warranty can be given that the information is without defects or complete. In addition, the information might also be subject to changes.
- 10.5 The HCM Platform mainly processes data made available from the User to LHT. Therefore, LHT does not accept any liability for damages caused by outdated, incomplete and/or incorrect transmitted data. Furthermore, any statement regarding the condition of a UAV (e.g. “good to fly”, “with minor issue”, “with critical issue”) is only to be understood as a conclusion made from the data available to LHT at the time of the statement. Therefore, it is possible that the actual condition of a UAV is different than stated within the HCM Platform. LHT does not accept any liability for damages caused by wrong, incomplete or misleading statements regarding the condition of a UAV.

- 10.6 The HCM Platform stores data made available from the User to LHT. LHT will apply reasonable measure to ensure the secure storage of said data. However, similar to other data storage devices, the HCM Platform cannot warrant a complete error-free storage. Especially, reasons outside of the control of LHT may cause damages to the data, e.g. hardware defects, overvoltage, incorrect/incomplete data transmission. The User is therefore obliged to routinely make safety copies on his own.
- 10.7 LHT shall be liable for damages resulting from injury to life, body or health for damages resulting from intentionally or grossly negligent acts or omissions by LHT, an employee or representative of LHT, any fraudulently concealed defects or breaches of any given guarantees, in accordance with the statutory provisions.
- 10.8 In all other cases not mentioned at Article 10.7 LHT shall be solely liable for damages resulting from slight negligence acts or omissions by LHT, an employee or representative of LHT, in events of a breach of a cardinal duty, meaning a duty on whose performance the other party can reasonably rely. In this case LHT liability shall be limited to the typical, foreseeable damage (excluding loss in profits and indirect damages).
- 10.9 The limitation of liability as mentioned in 10.7 and 10.8 applies mutatis mutandis to the personal liability of employees or representatives of LHT.

11. Term of Agreement

- 11.1 The agreement is concluded unlimited in time. The User may terminate the agreement at any time by deleting his HCM account or via an email sent to info@safe-drone.de. If the User wishes to use the HCM Platform after termination the User has to register again.
- 11.2 LHT may terminate the agreement at any time with a two weeks' notice period. LHT will notify the User of the termination within the HCM Platform or by email to the address available to LHT.
- 11.3 The parties' right to terminate the agreement for good cause without a notice period remains unaffected.

12. Deletion of data after termination

- 12.1 LHT shall delete all data made available by the respective User upon the termination becoming effective. The User is expressly made aware that the data will not be available to the User anymore if the User re-registers to the HCM Platform after termination.
- 12.2 However, LHT reserves the right to use the data in an anonymous form for the purpose of further developing and testing the HCM Platform as well as for statistical analysis also beyond the end of the agreement.

13. Export Control:

- 13.1 The User shall comply with all applicable domestic and foreign export compliance requirements, including applicable US export control laws and regulations (e.g. ITAR, EAR and OFAC sanctions regulations) and those of other relevant foreign jurisdictions. Upon one LHT's request, the User shall promptly provide the appropriate certifications as required by such applicable export laws and regulations, or as necessary to ensure continuing compliance with such applicable export laws and regulations.
- 13.2 In case parts of this agreement are subject to export or re-export license requirements due to export control laws and regulations of the European Union, Germany and the United States, the performance of such services shall be contingent upon the grant of such licenses by the responsible authority. In the event such export or re-export license is not granted or the performance of the services as intended by this agreement is not otherwise permitted, LHT reserves the right to terminate this agreement without notice period.

14. Miscellaneous

- 14.1 LHT reserves the right to amend the Terms of Use without stating reasons at any time. User shall receive the amended Terms of Use via e-mail or via a notification in the interface no later than two (2) weeks before the new Terms of Use will come into effect. In the event User does not object to the new Terms of Use within two weeks after receiving the email/notification, the new Terms of Use are deemed accepted. In the event User objects to the new Terms of Use LHT may terminate the User's HCM-Account.

- 14.2 LHT may transfer the HCM Platform as a whole or in parts to third-parties (“Platform-Transfer”). In case of a Platform-Transfer LHT will inform the User in good time prior to taking effect of the Platform-Transfer via an email to the email address known to LHT. In this email LHT will inform the user that he may object to the Platform-Transfer within a reasonable period of time and that LHT reserves the right to terminate the agreement with the User in case of his objection.
- 14.3 Failure by either Party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions. If any of the provisions of this Agreement are held unlawful or otherwise ineffective by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision mutually agreed upon by LHT and User reflecting the intent of the provision so substituted.
- 14.4 This Agreement and any legal matters that may arise out of or in connection with this Agreement shall be subject to and construed exclusively in accordance with the laws of the Federal Republic of Germany excluding German law’s conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the User is a consumer, mandatory consumer rights regarding the applying laws resulting from binding EU legislations remain unaffected.
- 14.5 Sole place of jurisdiction shall be Hamburg (Germany) if
- The User is a merchant in the sense of the German Commercial Code (‘Kaufmann’), a corporate body under public law or a public separate estate;
or
 - The User transferred his place of residence or habitual residence abroad after conclusion of contract or the User’s habitual residence is unknown at the time of filing of action.