

## **UTM SERVICE PROVIDER DATA SHARING AND GOVERNANCE AGREEMENT IN THE UNITED STATES**

This UTM Service Provider Data Sharing and Governance Agreement (this “Agreement”) is entered into by and among the undersigned Service Providers to establish the terms and conditions under which Service Providers and Operators will share data and govern operations in shared airspace to manage conflicts between unmanned aircraft in the United States. Each of the undersigned is referred to individually as a “Party” or collectively as the “Parties.” The effective date of this Agreement is April 22, 2024 (the “Effective Date”).

**WHEREAS** the UAS industry establishes this Agreement in support of FAA Order 8040.6A and complex operations

**WHEREAS** the UAS industry establishes this Agreement based on cooperative operating principles to enable the efficient use of shared airspace where safety is the highest and foremost priority; (see throughout the Agreement)

**WHEREAS** the UAS industry aspires to enable safe and efficient UAS operations in shared airspace across the United States through this Agreement; (see Section 2 (Purpose))

**WHEREAS** the establishment of shared cooperative operating environments are based on agreed criteria for performance, security, privacy, and quality based on industry consensus standards; (see Section 4 (Service Description Document))

**WHEREAS** all providers of UTM Services, including private and public entities and organizations, are eligible and encouraged to join this Agreement in furtherance of the adoption of industry consensus standards to enable safe and efficient UAS operations in shared airspace (see Annex C (Governance) Section 4 (Onboarding))

**WHEREAS** the UTM Services described herein will evolve and adapt services based on operational learnings and operational needs; (see Annex C, Section 3 (Committees and Members) and Section 6 (Voting))

**WHEREAS** the Service Providers and Operators proactively monitor and manage conformance to mutually agreed requirements; (see Annex A (Strategic Coordination Service Level Agreement), Annex C (Governance) Section 7-9)

**WHEREAS** the UAS industry encourages participation in shared airspace and eliminates barriers to entry for individuals and organizations by establishing performance based onboarding criteria; (see Annex C (Governance) Section 4 (Onboarding))

**WHEREAS** the Service Providers and Operators establish transparent and fair governance processes that value consensus building and provide equal voting rights to members; (see Annex C (Governance) Section 5, 6, and 10)

**WHEREAS** the UAS industry fosters transparency and invites feedback from regulators and other stakeholders (see Annex C (Governance) Section 5 (Meetings))

**NOW, THEREFORE** in consideration of the premises and the mutual agreements set forth in this Agreement, the Parties agree as follows:

## 1. DEFINITIONS

“BVLOS” means beyond visual line of sight.

“DSS” means the Discovery and Synchronization Service as provided in the Standard.

“Governance Rules” has the meaning set forth in Section 1 of Annex C (Service Provider and Operator Governance) to this Agreement.

“Operator” means an entity or person that conducts or operates simulated or actual flights with one or more UAS using UTM Services provided by a Service Provider.

“Operational Practicality” means that Operators participating in Gate 3 shared airspace simulation have validated that their respective operations are feasible and can be reasonably achieved.

“Party” means a Service Provider entity that is a signatory to this Agreement and “Parties” means collectively all of the signatories to this Agreement. Operators are not a Party to this Agreement.

“Personal Information” means all information relating to an identified or identifiable person, including all “personal information” or “personal data” (or analogous variations of such terms) as defined under Applicable Law (as defined in Annex D).

“Service Description Document” or “SDD” has the meaning set forth in Section 4 (Service Description Document).

“Service Provider” means a Party providing one or more UTM Services to Operators.

“Shared Data” means UAS flight and related operational data collected by a Service Provider in connection with a simulated or actual UAS flight conducted by an Operator that it discloses to the other Parties under the Agreement, including any Personal Information contained therein.

“Standard” means the standard specification for “UAS Traffic Management (UTM) UAS Service Supplier (USS) Interoperability,” designation F3548-21 published by the American Society for Testing and Materials (ASTM).

“UAS” has the meaning set forth in 49 U.S.C. § 44801.

“UTM” has the meaning set forth in 49 U.S.C. § 44801.

“UTM Service” means a service defined in the applicable SDD that is provided by a Party for UAS flight operations.

The capitalized terms not defined herein (including Annex D) shall have the meaning assigned to them in the Standard. References to timing or time periods in this Agreement (e.g. target response time to provide support) are deemed to be in the time zone corresponding to the state where the applicable UTM Service is provided.

## 2. PURPOSE

Each Service Provider will disclose Shared Data in accordance with this Agreement solely to facilitate the ability of Operators to identify and strategically separate from other UAS operating in the same geographic areas within the United States and as otherwise necessary for the other Service Providers and Operators to comply with applicable aviation laws and regulations (collectively, the “Purpose”). Each Service Provider will ensure compliance with Section 6 (Operator Responsibilities) by its Operators.

### 3. DATA PRIVACY

Each Party agrees to: (a) comply with Annex D (Data Privacy) in connection with its processing of any Shared Data that includes Personal Information (as defined in Annex D); and (b) that it will not process or transfer such Shared Data outside the country in which operations included in Shared Data occur without the Parties’ mutual written agreement, and subject to amending Annex D with data privacy terms required in any such agreed jurisdiction.

### 4. SERVICE DESCRIPTION DOCUMENT

- a. SDD. Each Service Provider will provide the UTM Services in conformance with the service characteristics, limitations, constraints, and other requirements set forth in one or more service description documents which will be published at a location determined by the Operations Committee and made available to the public at no charge (individually, a “Service Description Document” or “SDD,” or collectively the “Service Description Documents” or “SDDs”).
- b. SDD Modification. An SDD may only be modified in accordance with the process set forth in Annex C (Service Provider and Operator Governance) Section 6 (Voting). Approved modifications will be updated to the hosted SDD location.

### 5. SERVICE PROVIDER RESPONSIBILITIES

During the Term of the Agreement, each Service Provider shall:

- a. SDD Adherence. Provide UTM Services in accordance with an applicable SDD including service characteristics, service functions, limitations and constraints on using the service, security and privacy aspects, quality aspects, and performance requirements.
- b. Quality of UTM Services. Each Service Provider is ultimately responsible for the performance and quality of UTM Services provided to each of its Operators.
- c. Service Level Agreements. Provide UTM Services in conformance with technical support and the service level performance requirements (i.e., time to identify and resolve an issue) set forth in Annex A (Strategic Coordination Service Level Agreement).
- d. Discovery and Synchronization Service. Provide their own DSS or contract with a third party to offer the DSS services on their behalf in accordance with the Standard.
- e. Operator Responsibilities. Ensure each of its Operators commit to the responsibilities set forth in Section 6 (Operator Responsibilities).
- f. Support. Provide support to each of its Operators by establishing a support channel to manage Operator-identified issues and guidance for integration with UTM Services (e.g., API documentation).

- g. Audit or Regulatory Request. Provide support to each of its Operators in response to an audit or regulatory request or investigation.
- h. Incident or Accident Reporting. Provide information or data in response to a regulator request related to its UTM Services utilized by an Operator involved in an incident or accident.
- i. Service Monitoring and Outage Reporting. Monitor service performance and establish means of communication with each Operator for reporting outages.
- j. Report USP or DSS Down. Monitor and promptly report via an online notification platform as determined by the Operations Committee if their UTM Services or DSS service provision is down.
- k. Governance. Invite each of its Operators to participate as members of the Governance Committees described in Annex C (Governance).

## 6. OPERATOR RESPONSIBILITIES

During the term that a Service Provider provides UTM Services to an Operator:

- a. SDD Adherence. Each Service Provider shall ensure that its Operators conduct flight operations in accordance with an applicable SDD.
- b. Safety of Flight Operations. Each Operator is ultimately responsible for ensuring that its operations conform to applicable SDD operator requirements.
- c. Aggregate Conformance of Operations. Each Operator is responsible for providing relevant operational data (e.g., position data) per their Service Provider API specification to support the evaluation of aggregate operational intent conformance in accordance with the Standard.
- d. Adherence to Specifications. Each Service Provider shall make all reasonable efforts to ensure its Operators adhere to the Service Provider's specifications regarding the Standard (e.g., API, data feed formats).
- e. Data Privacy and Security. Each Service Provider shall ensure that its Operators (i) agree to comply with terms substantially the same as Annex D (Data Privacy), (ii) provide and maintain sufficient levels of security with respect to the use of a Service Provider's UTM Services, and (iii) process any Shared Data they receive or have access to solely as necessary to strategically coordinate among other UAS operating in the same area and as otherwise necessary for such Operator to comply with applicable aviation laws and regulations.
- f. Acknowledgement and Consent. Service Providers shall ensure that: (i) their Operators authorize the access and use of the data as part of the UTM Services in accordance with the Standard, and (ii) their Operators may not sell, transfer, or disclose any such data to a third party or permit a third party to access or use such data except as provided in Section 12(d) (Confidentiality; Permitted Disclosures).

## 7. JOINT SERVICE PROVIDER AND OPERATOR RESPONSIBILITIES

Each Service Provider and its Operators will jointly establish:

- a. Communications and Procedures. Communications and procedures for operations during periods of normal and degraded UTM Services.

- b. Software Upgrades. Mutually-agreed procedures to ensure integrity during software upgrades.

## 8. GOVERNANCE

Each Service Provider and its Operators will conform with the Governance Rules and processes set forth in Annex C (Governance).

## 9. COSTS AND FEES

Unless otherwise mutually agreed in writing, the Parties are solely responsible for their own costs incurred under this Agreement, including for the development and provision of any UTM Services.

## 10. OWNERSHIP

The Service Provider that discloses Shared Data shall have and maintain its rights and interest to such data. Each Party that receives Shared Data from any other Party shall retain all ownership, rights, and interest in any products or services offered by the Recipient that processes such Shared Data, including any intellectual property rights to such products or services.

## 11. ACCESS AND USE RESTRICTIONS

Each Party that receives Shared Data ("Recipient") disclosed by any other Party will access and use such Shared Data in accordance with the terms of this Agreement and solely for the Purpose. Without limiting the foregoing, Recipient shall not use Shared Data it receives from other Parties: (a) outside a UTM Services Provision Area or (b) for any other purpose, including to create or supplement any profile, for marketing or advertising purposes, to engage in analytics, to improve its products or services, or to create new products or services.

## 12. CONFIDENTIALITY

- a. Confidential Information. "Confidential Information" means non-public or proprietary information, whether written, oral, recorded on disc or in any other media or format, structured or unstructured, that the disclosing Party designates as confidential or that, given its nature or the circumstances surrounding its disclosure, reasonably ought to be treated as confidential. Each Service Provider's Confidential Information includes, without limitation, all Shared Data it discloses to any other Party under this Agreement. Any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are Confidential Information.
- b. Exclusions. Except for Shared Data, which will always be the Confidential Information of the disclosing Party, Confidential Information shall not include information that the receiving Party can conclusively establish with prior documented or published records: (i) entered the public domain without the receiving Party's breach of any obligation owed to the disclosing Party and without wrongdoing by receiving Party or any third party; (ii) was lawfully disclosed without a confidentiality obligation to the receiving Party from a source other than the disclosing Party; (iii) is or was rightfully in the receiving Party's possession prior to disclosure by the disclosing party; or (iv) is independently developed by or for the receiving Party without use of the disclosing Party's Confidential Information.

- c. Obligation of Confidentiality. Each Party shall maintain the confidentiality of all Confidential Information and shall not: (i) use Confidential Information of another Party other than to perform its obligations or exercise its rights under this Agreement or (ii) disclose such Confidential Information to any third parties (except as permitted in this Agreement). This Section shall survive the termination of this Agreement for any reason.
- d. Permitted Disclosures. The recipient Party may disclose the disclosing Party's Confidential Information only (i) with consent of the disclosing Party; (ii) to its directors, officers, employees, and third-party contractors that need to know it in order to provide services to such Party and that have a legal obligation to keep it confidential; or (iii) when legally compelled by a court or other government authority; provided, however, that, to the extent permitted by law, the receiving Party will promptly provide the disclosing Party with sufficient notice of all available details of the legal requirement and reasonably cooperate with the disclosing Party's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action as the disclosing Party's may deem appropriate.

### 13. REPRESENTATIONS AND WARRANTIES

- a. General. Each Party represents and warrants to the other Parties the following: (i) it is incorporated and exists under the laws of the jurisdictions of its respective incorporation; (ii) it has the authority and capacity to enter into this Agreement; (iii) it will comply with the Standards and all applicable federal, state, and local laws, including the regulations published by Federal Aviation Administration; and (iv) the Shared Data it discloses to the other Parties is current and accurate to the best of such Party's knowledge.

### 14. LIMITATION OF LIABILITY

NO PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR ANY OTHER PARTY'S LOST REVENUES OR PROFITS; INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSSES; OR EXEMPLARY OR PUNITIVE DAMAGES.

EXCEPT FOR BREACHES OR CLAIMS ARISING OUT OF A PARTY'S OBLIGATIONS UNDER SECTION 12 (CONFIDENTIALITY) OR SECTION 15 (INDEMNIFICATION) OR A PARTY'S WILLFUL MISCONDUCT, FRAUD, OR FRAUDULENT MISREPRESENTATION, THE AGGREGATE LIABILITY OF EACH PARTY TO ANY OTHER PARTY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED \$1000 USD. FOR THE AVOIDANCE OF DOUBT, EACH PARTY SHALL (I) BE ONLY SEVERALLY LIABLE FOR ANY LOSS OR DAMAGE INCURRED IN CONNECTION WITH THIS AGREEMENT (II) NOT BE RESPONSIBLE FOR ANY BREACH OR OTHER LOSS CAUSED BY ANOTHER PARTY.

### 15. INDEMNIFICATION

- a. Indemnity. Each Party will indemnify, defend and hold harmless the other Parties and their officers, directors, employees, successors and permitted assigns (the "Indemnitees") from and against all actions, liabilities, damages, losses, judgments, sanctions, expenses and costs (including settlement costs, fines, penalties, expenses and reasonable outside attorneys' and expert witness fees) ("Losses") arising out of a third-party claim, proceeding or action ("Claim") to the extent arising from the first Party's gross negligence, willful misconduct, or violation of applicable laws.
- b. Contingencies. The indemnification provided hereunder is contingent upon: (i) the Party to be indemnified (the indemnified Party) promptly notifying the other Party (the indemnifying Party) of a claim (provided, however, that breach of the foregoing will not relieve the indemnifying Party of its

obligations under this Section 15 except to the extent that such breach materially prejudices its ability to defend the claim); (ii) the indemnifying Party having sole control of the defense and settlement of any such claim; (iii) the indemnified Party providing reasonable cooperation and assistance; and (iv) any settlement requiring the indemnified Party to admit fault or liability, pay money, or take (or refrain from taking) any action, will require the indemnified Party's prior written consent.

## 16. INSURANCE

Each Party shall, at no cost to any other Party, maintain the following minimum insurance in full force and effect throughout the term of the Agreement: (a) insurance coverage types and amounts determined by the Operations Committee; and (b) general liability insurance including coverage for bodily injury, property damage, and a Party's indemnity obligations under the Agreement, with limits not less than \$1,000,000 per occurrence and annual aggregate (provided that such limits may be maintained in any combination or primary and follow-form excess coverage).

## 17. INTELLECTUAL PROPERTY

Nothing in this Agreement is intended to grant any rights to a Party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant a Party any rights in or to another Party's Confidential Information, except the limited right to use such Confidential Information solely for the Purpose. A Party shall not use or copy another Party's name, trademarks, trade names, domain names, program marks, program names, or any other content in which a Party has intellectual property rights without the prior written consent of such Party.

## 18. COMPLIANCE WITH LAWS

Each Party shall comply with all applicable laws and regulations in performing its obligations under the Agreement including data privacy, security, tax, antitrust, customs, import, export control, and labor and human rights. If a Party becomes aware of any new or updated law or regulation that impacts the performance of such Party's obligations hereunder, the Party shall promptly notify the other Parties in writing. Furthermore, if a Party becomes subject to a government investigation or inquiry relating to this Agreement or such Party's obligations hereunder, such Party will take all reasonable steps to comply and respond to any government investigation or inquiry.

## 19. GOVERNING LAW AND DISPUTE RESOLUTION

- a. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to any principles of conflicts of laws or choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- b. Dispute Resolution Procedure. The following procedure will be adhered to in all disputes arising under this Agreement which the Parties cannot resolve through the processes set forth in Annex C (Governance). The aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other Party. The senior managers of each Party shall meet (in person or by web meeting) within fourteen (14) calendar days (or other mutually agreed upon date) after the date of the written notification to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective Parties. If the senior managers do not meet, are unable to agree on corrective action, or if the agreed-upon completion dates of corrective action are exceeded, either Party may request mediation as provided in Section 19(c) (Mediation). Neither Party shall initiate

litigation unless and until this dispute resolution procedure has been substantially complied with or waived. A Party's failure to fulfill its obligations in this Section, including the failure to meet timely upon the other Party's notice, shall be deemed such a waiver.

- c. Mediation. If the Parties are unable to resolve a dispute arising out of or relating to this Agreement in accordance with Section 19(a) (Dispute Resolution Procedure), the Parties will in good faith attempt to resolve such dispute through non-binding mediation. The mediation shall be conducted before an impartial mediator selected from Judicial Arbitration and Mediation Services, Inc, Denver, Colorado, or its successor ("JAMS"), and agreeable to the Parties, who shall be an attorney or retired judge practicing in the areas of aviation law. The mediation will be held in Dallas, Texas; provided, however, that the mediation proceedings will be made available to a Party's remote participants by web meeting or teleconference. Each Party shall be responsible for the expenses of such Party's participants, consultants, experts, or representatives and shall be paid by the Party producing such personnel. All other expenses of the mediation, including required travel and other ancillary expenses of the mediator, and the costs of any expert advice requested by the mediator, shall be borne equally by the Parties unless otherwise agreed.
- d. No Waiver & Venue. Any dispute arising under, in connection with, or incident to this Agreement will be resolved in the state or federal courts located in Dallas County, Texas, and each Party hereby irrevocably submits to those courts' venue and jurisdiction. Each Party waives all defenses of lack of personal jurisdiction and forum non-conveniens. No provision of this Agreement shall limit the right of a Party to obtain provisional or ancillary remedies before, after, or during the pendency of any mediation. The exercise of a remedy does not waive the right of either Party to resort to mediation. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of either Party to submit the controversy or claim to mediation if the other Party contests such action for judicial relief.
- e. Joint Defense Agreement. The Parties acknowledge that it may be in their best interest, in defending or asserting their respective legal rights, to cooperate and share information while preserving the privilege and confidentiality of such shared information. Accordingly, the Parties, or any subset thereof, may enter into a reasonable joint defense or common interest agreement with respect to the defense, remedy, or mitigation of a claim against any Party or the Parties.

## 20. TERM AND TERMINATION

- a. Term. This Agreement will be effective as of the Effective Date and shall continue to be effective for as long as the Parties provide UTM Services in accordance with this Agreement. Sections 12 (Confidentiality), 14 (Limitation of Liability), 15 (Indemnification), 17 (Intellectual Property), 18 (Compliance with Laws), and 21 (Miscellaneous) shall survive termination or expiration of this Agreement.
- b. Termination. This Agreement may only be terminated by mutual written agreement of all current Parties to the Agreement.
- c. Termination for Convenience. An individual Party may terminate its own status as a Party to this Agreement upon thirty (30) days' written notice to the other Parties and its Operators.

## 21. MISCELLANEOUS

- a. Notices. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent as such address as such other party may designate for the receipt of such notices. With respect to any notice required under Annex A (Service Provider SLA) or Annex C (Governance), such notice may be



provided in writing, by e-mail transmission, or by posting notice to an online notification platform as determined by the Operations Committee.

- b. Amendment. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party, except for modifications of Annexes A, B, or C in accordance with the Governance Rules. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- c. No Assignment. A Party may not assign this Agreement or any of the rights hereunder or delegate any of its obligations hereunder, without the prior written consent of the other Parties, and any such attempted assignment shall be void, except that a Party or any permitted assignee may assign any of its rights and obligations under this Agreement to any such Party's affiliate, the surviving corporation with or into which such Party or assignee may merge or consolidate or an entity to which such Party or assignee transfers all, or substantially all, of its business and assets or all or substantially all of the business and assets of the Party's affiliate, subsidiary or division.
- d. Subcontractors. Each Party shall be permitted to utilize subcontractors in connection with its performance under this Agreement and in compliance with applicable laws, provided that each Party shall remain responsible for the performance of its subcontractors including conformance with the confidentiality, data security, and privacy requirements set forth in this Agreement.
- e. Force Majeure. In no event will any Party be liable or responsible, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including acts of God, pandemics, epidemics, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the Operations Committee stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
- f. Joinder. From time to time, new parties that are onboarded to this Agreement pursuant to Annex C (Service Provider and Operator Governance) Section 4 (Onboarding) and the Governance Rules (each a "New Party") may be added as parties to this Agreement by: (a) executing a joinder in substantially the same form as the form attached as Annex E (Joinder) to this Agreement; and (b) delivering a copy of the executed joinder to the Operations Committee.
- g. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- h. Entire Agreement. This Agreement (including all Annexes attached hereto and any documents incorporated by reference herein) constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The Parties hereby acknowledge that this Agreement does not affect or supersede any and all other documents incorporated by reference therein, as such may be amended from time to time.

ACKNOWLEDGED AND AGREED by the Parties' duly authorized representatives:

Company A

Company B

Company C

Company N

## ANNEX A: STRATEGIC COORDINATION SERVICE LEVEL AGREEMENT

### 1. TECHNICAL SUPPORT

Service Providers will make reasonable efforts to provide technical support for the UTM Services including but not limited to telephone, automated notification and support (e.g., notice of UTM Service disruption/malfunction), remote assistance, troubleshooting, and root cause or failure analysis.

### 2. SERVICE LEVEL AGREEMENTS

- a. Service Level Performance Requirements. The following table specifies the performance requirements and the time to acknowledge, triage, mitigate, and resolve an issue concerning services between Service Providers required by the SDD, which are measured from the earlier of when a Service Provider self-detects an issue or when another Service Provider notifies the Service Provider of an issue ("Starting Point").

Severity Level	Criteria	Performance Requirements	SLA Breach
<b>Severity 1:</b> Critical	Any issue that affects integrity of operations (for example, issues that block current operations or block critical software updates as defined by the blocked Service Provider).	<ul style="list-style-type: none"><li>• <b>Acknowledge</b> within 2 hours from the Starting Point.</li><li>• <b>Triage</b> within 4 hours from the Starting Point and provide regular status updates.</li><li>• <b>Mitigate</b> promptly but in no event more than 2 hours from the Starting Point.</li></ul>	<p>Each issue that meets the Severity 1 criteria must be reported to the Operations Committee and reviewed at the next committee meeting.</p> <p>Any failure to acknowledge, triage, mitigate, or resolve an issue (regardless of severity) within the stated time must be reported to the Operations Committee and reviewed at the next committee meeting.</p>
<b>Severity 2:</b> Degraded	Any issue that affects efficiency of operations (for example, issues resulting from non-conformance with applicable SDD requirements, but does not result in loss of integrity).	<ul style="list-style-type: none"><li>• <b>Acknowledge</b> within 4 hours from the Starting Point.</li><li>• <b>Triage</b> within 8 hours from the Starting Point and provide regular status updates.</li><li>• <b>Mitigate</b> within 48 hours from the Starting Point.</li><li>• <b>Resolve</b> within 5 days from the Starting Point.</li></ul>	<p>Service Provider SLA breaches are managed in accordance with Section 7(a) (Service Provider Service Level Agreements).</p>

**"Acknowledge"** means the Service Provider has received notice of or is aware of an issue and provides prompt notice via an online notification platform as determined by the Operations Committee that it is aware of the issue to the other Service Providers.

**"Triage"** means the Service Provider has performed an initial assessment of the issue to determine the nature or cause of the problem and has started identifying the steps to resolve the issue.

**“Mitigate”** means, for Severity 1 issues, the Service Provider takes steps to unblock other Service Providers (e.g., by withdrawing from automated testing or stopping services); and for Severity 2 issues, the Service Provider makes reasonable efforts to alleviate the impact to other Service Providers.

**“Resolve”** means the Service Provider has remediated and restored the service at issue to a normal, non-degraded state that conforms to the applicable SDD performance requirements.

- b. Severity Level. A Service Provider will not re-classify an issue’s severity level without the consent of the reporting Service Provider, except that a Severity 1 issue may be reclassified as a Severity 2 if a Service Provider has successfully unblocked the other Service Providers (e.g., by withdrawing from automated testing or stopping services). Each of the UTM Services shall be provided in accordance with the criteria and levels defined herein and will be measured in accordance with the levels defined in the Standard.
- c. Exclusions. The following are excluded from the time to acknowledge, triage, or resolve an issue with a UTM Service:
  - i. Down time for upgrades or routine, scheduled maintenance provided that: (a) the Service Provider gave reasonable advance notice or by mutual agreement between a Service Provider and the other Parties, and (b) such activities do not block other Service Providers.
  - ii. Down time due to a force majeure event in accordance with Section 21(e) (Force Majeure).

## ANNEX B: ONBOARDING GATES

Gate	Gate Exit Criteria		
	Service Provider	Operator	Service Provider and Operator
GATE 0: Initial Participation	<ul style="list-style-type: none"> <li>• Submit proof of insurance</li> <li>• Submit name(s) and contact information for accountable executive and representatives</li> <li>• Sign and submit Form of Joinder (Annex E)</li> </ul>	<ul style="list-style-type: none"> <li>• Submit name(s) and contact information for accountable executive and representatives</li> </ul>	<ul style="list-style-type: none"> <li>• Comply with applicable information security, privacy, and quality requirements</li> <li>• Submit signed signature page of Service Level Agreement (SLA)</li> </ul>
GATE 1: Qualification Testing	<ul style="list-style-type: none"> <li>• Implement the service requirements in accordance with the applicable SDD</li> <li>• Pass automated testing (<b>own system only</b>)</li> <li>• Submit DSS contract signature page or certificate to begin pool testing</li> <li>• Submit declaration of having completed a safety hazard assessment (see Annex C, Sec. 5(b))</li> </ul>	N/A	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
GATE 2: Simulation	<ul style="list-style-type: none"> <li>• Pass automated testing (<b>ecosystem</b>)</li> </ul>	N/A	<ul style="list-style-type: none"> <li>• Integrate Service Provider and Operator systems</li> </ul>
GATE 3: Production Flights	<ul style="list-style-type: none"> <li>• Pass automated testing (<b>ecosystem</b>) as a part of the software release process</li> <li>• Receive confirmation of successful onboarding from Operations Committee Co-Chairs.</li> </ul>	<ul style="list-style-type: none"> <li>• Validate <b>Operational Practicality</b> through overlapping airspace simulation</li> </ul>	N/A

## **ANNEX C: SERVICE PROVIDER AND OPERATOR GOVERNANCE**

### **1. INTRODUCTION**

This Annex provides the governance structure for the management of UTM Services, simulated and actual flight operations, and data sharing by Service Providers and Operators. This Annex provides governance responsibilities including committee membership, voting, meeting structure, communications, timing, and audience. This Annex also defines processes for management, status reporting, issue and risk identification and resolution, and onboarding and offboarding of Service Providers and Operators (collectively, the “Governance Rules”).

Parties who signed the Agreement prior to April 1, 2025, must comply with Annexes A, B and C not later than May 30, 2025, except for onboarding entities who request a 30-day extension in accordance with Annex C, Section 5(e).

### **2. SCOPE**

The scope of the Governance Rules includes the interactions and relationship of the Service Providers who are parties to the USP Data Sharing Agreement and the Operators utilizing the UTM Services, and any activities related to the Purpose. Each Service Provider and Operator will ensure that its personnel review and understand these Governance Rules.

### **3. SUPPLEMENTAL DEFINITIONS**

For the purposes of Annexes A, B, and C, the terms below have the associated meanings.

“Affiliate” means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person.

“Shared Airspace” means an area where overlapping operations occur, or where an Operator expects overlapping operations to occur.

“Vertically Integrated Service Provider” means a Party that relies on its own (or an Affiliate’s) UTM Services to operate one or more UAS.

“Voting Member” means a Party that has been recognized by the Operations Committee as having completed all required onboarding steps.

### **4. COMMITTEES & MEMBERS**

Each Service Provider shall nominate and identify at least one of its personnel to the following committees: (a) the Operations Committee and (b) the Technical Committee (individually, a “Governance Committee” and collectively, the “Governance Committees”), which shall govern the provision and use of UTM services.

Each Service Provider shall invite each of its Operators to nominate and identify at least one of its personnel to the following committees: (a) the Operations Committee and (b) the Technical Committee.

An Operator may decline the invitation to either or both committees. The same person from a Service Provider or Operator may serve on both the Operations Committee and Technical Committee.

- a. Operations Committee. The Operations Committee is a general oversight committee which shall manage the onboarding and offboarding of Service Providers and Operators, monitor and resolve conformance issues, publish reports, implement the technical roadmap, and facilitate operational learnings. The Operations Committee shall promote best practices related to safety reporting, sizing of operational intents, and validation of operational practicality. The Operations Committee will also oversee sourcing and provisioning of technical infrastructure and any shared costs for data exchanges among Service Providers.
- b. Technical Committee. The Technical Committee owns and is responsible for the Service Description Documents. This includes all aspects of SDD management such as rollout schedule, and updates. The Technical Committee will additionally establish a technical roadmap and automated testing baseline, and will manage any issues concerning technical standards. The Technical Committee shall also promote best practices related to automated testing.

Each Service Provider will ensure that at least one of its personnel will serve on both of the Governance Committees while it is Party to this Agreement. Each Service Provider and its Operators will ensure that their nominee(s) to the Governance Committees are available and will execute their committee responsibilities.

The Governance Committees may create subcommittees or working groups that report to the Governance Committee that created it.

## 5. ONBOARDING

A Service Provider that desires to provide UTM Services pursuant to the Agreement (a “Prospective Service Provider”) may onboard by (1) executing the “Form of Joinder” (Annex E); and (2) successfully completing all Service Provider gates in Annex B. Operators may receive UTM Services by successfully completing the gates in Annex B and notifying the Operations Committee of its Service Provider. An Operator is only eligible to onboard if the entity conducts actual flights with one or more UAS.

This Agreement will be published and made available to the public at no charge. A Prospective Service Provider shall notify the Operations Committee at its published contact information. The notification will contain:

- The name and contact information of a point of contact at the Prospective Service Provider.
- Identification of Operators using or who will use UTM Services provided by the Prospective Service Provider (if available).
- The proposed UTM Services.
- The artifacts showing compliance with the applicable information security, privacy, and quality requirements in an applicable SDD, as specified by the Technical Committee.
- An executed “Form of Joinder” (ANNEX E).

- a. Service Providers. A Prospective Service Provider must also execute the Form of Joinder (ANNEX E) and demonstrate to the Technical Committee how they will meet the security, privacy, and quality requirements set forth in an applicable SDD.
  - i. As an alternative to obtaining an ISO/IEC certification as described in the SDD, a Prospective Service Provider may submit documentation to the Operations Committee that establishes that it meets an equivalent level of privacy, security, and quality.
  - ii. The Prospective Service Provider is also responsible for ensuring integrity for data exchanges with its Operators.
  - iii. The Technical Committee will review and approve equivalency documentation in accordance with Section 6 of this Annex.
- b. Artifacts. A Prospective Service Provider is responsible for submitting various artifacts to pass each Gate in ANNEX B, in accordance with the most recent guidance approved by the Technical Committee and/or the Operations Committee. These artifacts include, but are not limited to:
  - i. Proof of insurance.
  - ii. Signature page of the signed Service Level Agreement between the Service Provider and the Operator.
    - 1. Vertically Integrated Service Providers must submit a document naming the organization's respective individuals directly responsible for operations and UTM service provision in lieu of an SLA signature page. The document must include an affirmation that internal procedures are in place to identify and assign responsibilities in accordance with this Agreement.
    - 2. For Prospective Service Providers whose initial Operator is a governmental agency, a signed letter of intent may be provided in lieu of an SLA, if the letter of intent includes a date by which the SLA will be signed.
  - iii. DSS contract signature page, unless the Prospective Service Provider is onboarding its own DSS through approved means of pool testing, in which case the Prospective Service Provider will provide a certificate to begin pool testing.
  - iv. Declaration of responsibility to conduct a hazard analysis to identify and mitigate safety risks in accordance with the GUTMA USSP's Safety Support Assessment process.
- c. Operators. Operational Practicality for shared airspace, as required by Gate 3 (defined in Annex B), is established through shared airspace simulation. Shared airspace simulation to establish Operational Practicality is required when:
  - i. A new Operator onboards to an existing shared airspace;
  - ii. 2 or more Operators onboard to a new shared airspace or
  - iii. An Operator is required to re-onboard in accordance with Section 8(a)(ii)(Operator Aggregate Conformance Failure).



All new and existing Operators in a particular shared airspace must participate in the shared airspace simulation and jointly review simulation results in accordance with the most recent guidance approved by the Operations Committee related to Operational Practicality. Each Operator that participated in a particular simulation must record agreement or dissent regarding validation of Operational Practicality through an online platform determined by the Operations Committee within 5 days of having completed the simulation. Any such Operator that fails to record agreement or dissent within that time forfeits their vote for that particular simulation and is excluded from the Voting Group defined in subsection d(iii). If all such Operators record agreement, then Operational Practicality is established and subsection (d) will not apply.

- d. Achieving Operational Practicality: Operators shall make good faith efforts to resolve issues identified during simulation by implementing Best Practices to achieve validation of Operational Practicality.
- i. Operational Practicality Best Practices. “Best Practices” means, with respect to achieving Operational Practicality, that each Operator optimizes their use of shared airspace to maximize efficiency and enable fair and equitable access to the shared airspace for other Operators. The Operations Committee will track and compile Best Practices, which will be added and developed over time based on operational experience. Best Practices include, for example, sizing of operational intents and segmentation of airspace volumes.
  - ii. Operations Committee Review. If an Operator dissents from Operational Practicality, the Operator will provide supporting rationale and may also include supporting documentation. The Operations Committee will review such rationale vis-a-vis existing Best Practices and may prepare new or updated Best Practices based on the simulation at issue or other operational experience. The Operations Committee will then make recommendations on implementing Best Practices that affect each Operator in the ecosystem to achieve Operational Practicality.
  - iii. Re-Simulation Vote. The voting group, which will comprise all members of the Operations Committee and any new Operators onboarding through the simulation at issue (collectively, the “Voting Group”), will then vote on whether all Operators in the simulation at issue will re-conduct the simulation to achieve Operational Practicality (the “Re-Simulation Vote”). The Re-Simulation Vote will be held within 10 days of any Operator’s record of dissent regarding validation of Operational Practicality. If the Re-Simulation Vote passes by an affirmative vote of at least 67% of the Voting Group, the participating Operators will re-conduct the simulation implementing the Best Practices recommended by the Operations Committee.
  - iv. Mediation. At any time, a dissenting Operator, including any new Operators, may seek mediation on the issue of Operational Practicality in accordance with Section 19(c) (Mediation). The time period for the Re-Simulation Vote will be tolled during the pendency of and until the closure of the mediation.
- e. Timing. Prospective Service Providers must complete all Service Provider gates listed in Annex B within 60 calendar days of executing the Form of Joinder and may, before the

expiration of the 60-day period, request a one-time extension of up to 30 days (the initial 60-day window together with the extension, if requested, "Prospective Service Provider Onboarding Window"). Notwithstanding any other provision of the Agreement, if a Prospective Service Provider fails to complete the onboarding requirements set forth in this Annex C within the Prospective Service Provider Onboarding Window, the Prospective Service Provider will be removed from the Governance Committees and lose access to eco-system level automated testing. Prospective Service Providers' obligations under the Agreement survive the Prospective Service Provider's removal from the Governance Committees.

- f. Rejoining Governance Committees. A Prospective Service Provider may request to rejoin the Governance Committees and obtain access to automated testing only after 90 calendar days have elapsed from the date of its removal from the Governance Committees. An Operator that identified the Prospective Service Provider as its source for UTM Services will be removed from the Governance Committees until either: (a) the Prospective Service Provider that was removed has rejoined the Governance Committees, or (b) it notifies the Operations Committee of an executed agreement for the provision of UTM Services from a different Service Provider or Prospective Service Provider.

## 6. OFFBOARDING

A Service Provider, Operator or Vertically Integrated Service Provider may voluntarily offboard by giving notice to an Operations Committee Co-Chair. In all other cases, entities may be offboarded from the governance committees under the circumstances listed below. Advance notification of up to five business days prior to a forthcoming offboarding action may be provided at the discretion of the Operations Committee. Unless indicated otherwise, offboarding means that the affected entity loses access to meeting invitations, digital collaboration tools, authentication tokens, and automated testing. An offboarded entity may seek to rejoin the governance committees by completing the onboarding process again.

Any of the following circumstances will result in immediate offboarding of the entity:

- a) The entity does not complete the applicable onboarding steps in accordance with section 5(e), Timing. Both the Prospective Service Provider and the Operator will be offboarded in the event that the Prospective Service Provider's initial Operator does not complete its applicable onboarding steps.
- b) The entity has not timely filed monthly reports in accordance with Section 12 (Reporting) for 3 consecutive months.
- c) The Service Provider or Vertically Integrated Service Provider has not deployed in the production environment within 3 months of receiving confirmation of successful onboarding from Operations Committee Co-Chairs. (completing onboarding).
- d) The entity has ceased operations for more than 3 consecutive months. The entity ceases to exist either through formal dissolution, bankruptcy, or other judicial process.
- e) The Service Provider or Vertically Integrated Service Provider has suspended its service provision pursuant to Section 10(a)(ii).
- f) The Operator has been suspended pursuant to Section 11(a)(ii).
- g) The entity demonstrates a reckless disregard for safety, or is compromised in such a way that it poses an imminent operational, safety and/or cybersecurity threat to other entities.

## 7. MEETINGS

- a. Rules of Order. The current edition of Robert's Rules of Order (Newly Revised) (the "Rules of Order") shall govern all proceedings of the Governance Committees to which they are applicable and to the extent they are not inconsistent with this Annex. Governance Committee meetings may be conducted in person, online, or via telephone or video conference, or any combination thereof.
- b. Meeting Attendees and Third Party Participation. Governance Committee members acknowledge the importance of transparency and will solicit and consider feedback from regulators and other stakeholders. Accordingly, regulators, stakeholders, or subject matter experts may attend Governance Committee meetings at the invitation of a Governance Committee Co-chair. These invited persons are not members of the Governance Committee and may not participate in voting.
- c. Antitrust Policy. All meetings and activities conducted pursuant to this Agreement shall abide by the antitrust laws. Committee members will conduct meetings and other proceedings in an open atmosphere and ensure that competition is not unreasonably or unfairly restricted by any actions taken pursuant to this Agreement. Committee members will neither discuss nor consider each other's competitively sensitive information, including but not limited to pricing, price policies, terms of sale, profit margin, individual company costs, individual company or collective market share, non-public research and development or product development details, confidential business plans or any other non-public matters that may affect competition. Shared Data will only be used as stated in the Purpose of this Agreement. Adherence to any standards developed under this Agreement shall be voluntary. Committee members shall not discuss or agree on any standards or practices that reduce the competitiveness of any particular company or technology.

At the beginning of each Committee meeting, the following statement will be recited:

*This Committee meeting will be conducted in a manner that complies with Antitrust laws. As a condition of participating in this meeting, you agree to refrain from discussing any information which is confidential to your organization or is likely to affect the commercial strategy of your organization or participants in this committee, except to the limited extent required in order for Service Providers and Operators to identify and strategically coordinate between UAS operating in shared airspace. Committee members may not, whether in concert or individually, act to restrain competition or restrict competitive capabilities or opportunities of their competitors, customers, or any other market participant*

- d. Minutes and Records. Meeting minutes, voting decisions, and other artifacts will be posted to a location specified by the Operations Committee and will be made accessible to all Governance Committee members and, upon request and Co-Chair approval, to other stakeholders (e.g., regulators). These records will be retained for a period of at least 5 years from creation or as specified by the Operations Committee.
- e. Service Provider and Operator Contact Information. Each Service Provider will identify and provide the following information regarding its Operators:

Service Provider	Operator	Operator Point of Contact	Regulatory Approval
[Company Name]	[Company Name]	[POC Name]	[e.g., FAA Part 107]

- i. Each Service Provider and its Operators will provide the following information for nominees to the Governance Committees:

Governance Committee	Name	Email	Phone
[Operations or Technical]	[Nominee Name]	[Email]	[Phone]

- The same person from a Service Provider or Operator may serve on both the Operations Committee and Technical Committee.
- f. Committee Chairpersons. The Operations Committee and the Technical Committee will each nominate and establish 2 committee chairpersons by majority vote (each, a “Committee Chairperson”, collectively the “Committee Co-chairs”). To enable knowledge transfer and continuity, the first elected Committee Chairperson of each Governing Committee will serve a term of 18 months. Each subsequently elected Committee Chairperson shall serve for a term of 12 months. The Committee Co-chairs, or their delegate, is responsible for:
- Providing adequate, but no less than 10 business days, notice of upcoming meetings; provided, however, that meetings may be held without such notice upon written agreement of 67% of the Governing Committee members.
  - Solicit agenda and voting topics for upcoming meetings.
  - Maintaining effective records and administration.
  - Ensure committee meetings are organized and follow the Rules of Order.
  - Publish meeting minutes in a secure, shared location.
  - Other Committee business as required.

The first elected Committee Chairperson of each Governing Committee will serve a term of 18 months. Each following Committee Chairperson shall serve for a term of 12 months. At the last committee meeting during a Committee Chairperson’s term, the other Committee Chairperson will administer the election of a Committee Chairperson.

If a Committee Chairperson vacancy occurs prior to the expiration of their term, the voting members may, by simple majority, appoint an interim Committee Chairperson until an election to determine a replacement Committee Chairperson is held. A Committee Chairperson must immediately vacate their

position if their company is offboarded in accordance with Section 6 (Offboarding). Pursuant to Annex C, Section 8 (Elections), an election to fill a vacant Committee Chairperson position must be held within 3 months of the vacancy.

- g. Subsequent Meetings. The Operations Committee and the Technical Committee will meet at least once per month during any period of simulated or actual flight operations in shared airspace, or within 10 business days of a request from a Governance Committee member. A Committee Chairperson is responsible for scheduling, agenda, data retention, and providing notice of subsequent meetings.
- h. Issue Resolution. Any Operator or Service Provider must submit an issue ticket to identify, discuss and resolve an issue, including but not limited to: perceived onboarding, interoperability, testing, simulation, safety, efficiency or fairness issues.
  - i. In raising the issue, the Operator or Service Provider shall (1) describe the nature of the problem; (2) present substantiating information such as data or observations; and optionally (3) propose a desired solution or outcome.
  - ii. The Committee Co-chairs, or their designee, will decide whether an issue ticket submitted by an Operator or Service Provider will be referred to the Technical Committee or the Operations Committee for discussion and resolution.
  - iii. A committee may request further information from any Operator or Service Provider to effectively analyze and characterize the issue.
  - iv. A committee will use its established processes (including voice vote motions, pull requests and/or the formation of a task force) to expeditiously resolve issues. A committee is not required to limit its disposition to the solution or outcome identified by the entity that raised the issue.
  - v. An issue is considered closed and resolved based on a majority vote, including a pull request, of all voting members of the committee.
  - vi. A Service Provider may seek formal dispute resolution pursuant to Section 19(b) (Dispute Resolution Procedure) only after an issue is closed per subsection (v). ~~Once an issue is closed, the Operator or Service Provider may seek mediation pursuant to section 19.~~

## 8. ELECTIONS

- a. Each Committee Chairperson shall be elected by simple majority vote of all voting members for a term lasting 12 months from the date of election.
- b. An Election Committee, or a designee of the co-chairs, shall be formed to administer Committee Chairperson elections, pursuant to the following conditions:
  - (1) The Election Committee shall comprise not less than two (2) representatives, each from different Parties who have completed onboarding and have full voting rights at the time the Election Committee is created.
  - (2) The same Election Committee may administer elections for Operations Committee and Technical Committee Chairpersons on the same ballot.
  - (3) A representative of the Election Committee is not eligible to run for any position on the ballot for which the Election Committee was formed.
  - (4) The Election Committee shall make and share a list of the Voting Members whose personnel are eligible to be nominated.

- (5) The Election Committee shall verify with each nominee that they wish to run for the position for which they were nominated.
- (6) The Election Committee shall notify all Voting Members of the date of election (or date range to return ballots) not less than 10 business days before the start of voting.
- (7) The Election Committee shall determine the means of voting, including whether ranked-choice voting (also known as instant-runoff voting) is to be used. Voting will be conducted by secret ballot, including by electronic means.
- (8) The Election Committee shall announce the result of the election not more than 24 hours after the conclusion of voting.
  - (a) In the event of a tied vote, a runoff election between the two nominees who received the greatest number of votes shall be conducted.
  - (b) In the event of a tie in a runoff election, the vote shall be repeated until a result without a tie is achieved.
- (9) Voting records shall be retained for not less than 90 days from the end of voting.
- c. Nominations shall be made via the means specified by the Elections Committee.
  - (1) Each representative of a voting member may nominate not more than three people per position. A representative may nominate themselves for any position.
- d. A representative may only appear on the same ballot once. The same person may not appear on the ballot for, or serve as Committee Chairperson on, more than one committee simultaneously.

## 9. VOTING

- a. Vote Allocation. Each onboarded Service Provider and Operator will receive a single vote in each of the Governance Committees. Except for new Operators who are establishing Operational Practicality in accordance with Section 4(b), Prospective Service Providers and Operators do not gain voting rights until successfully onboarded by passing the Gates and becoming party to the Agreement in the case of a Service Provider. A suspended Service Provider or Operator will not be eligible to vote during their suspension. Voting procedure will follow the Rules of Order, except as provided in this section.
- b. Quorum for Voting. 60% of the current members of a Governance Committee will constitute a quorum for the purpose of voting. The quorum may be formed regardless of whether members participate via web meeting, in person, or by teleconference.
- c. Voting Thresholds. Voting topics are identified in Table 6-A and other voting topics may be raised by Governance Committee members in accordance with the Rules of Order (the "Voting Topics"). Governance Committee voting on the following matters require passage by the listed Governance Committee at the indicated threshold:

Table 6-A: Technical Committee Voting Thresholds by Change Type

Change Type	Example Topics	Threshold to Pass
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<b>Major</b> (All other changes)	<ul style="list-style-type: none"> <li>● Appreciable effect on service functionality <ul style="list-style-type: none"> <li>○ New service functionality</li> <li>○ Non-backwards compatible service changes</li> <li>○ New standard</li> </ul> </li> <li>● Appreciable effect on service verification <ul style="list-style-type: none"> <li>○ Removal of test scenarios</li> <li>○ Change in verification approach</li> </ul> </li> </ul>	67%
<b>Minor</b> (No appreciable effect on service functionality or service verification approach)	<ul style="list-style-type: none"> <li>● Equivalency for security, privacy, quality reqs for service provider onboarding</li> <li>● Adoption of technical roadmap</li> <li>● Expansion of automated test coverage</li> </ul>	Simple Majority

Table 6-B: Other Voting Thresholds

Topics	Voting Committee	Threshold to Pass
<ul style="list-style-type: none"> <li>● Implementation plan &amp; timeline for major SDD changes</li> <li>● Updates to governance rules</li> </ul>	Operations	67%
Rework vote	Voting Group	
Implementation plan & timeline for minor SDD changes	Operations	Simple majority

- d. Negative Votes & Reconsideration. If the initial vote on a Voting Topic includes any negative votes, then the negative votes will be adjudicated by the following process:
- Rationale & Support. Each negative vote must include rationale, and may also include supporting documentation. If a negative voting member does not provide rationale or supporting documentation, then that member is excluded from the Rework Vote described in subsection (iii).
  - Voting Group Review. Members of a Governance Committee that cast an initial vote on a Voting Topic (affirmative or negative) will form the voting group (the “Voting Group”). The Voting Group will review and consider the rationale provided with the negative votes.
  - Rework Vote. The Voting Group will then vote on whether the full Governance Committee should have an opportunity to rework the Voting Topic (the “Rework Vote”). The Rework Vote will be held within 10 days of an initial vote that included a negative vote. If the Rework Vote passes by an affirmative vote of at least 67% of the Voting Group, the initial Voting Topic is withdrawn. Otherwise, the initial vote is affirmed without any additional consideration.

- iv. Governance Committee Rework. If the initial Voting Topic was withdrawn, the Governance Committee may rework the initial Voting Topic, and any member of the Governance Committee may move to initiate a vote on the reworked Voting Topic.
- e. Voting Rules and Escalations. All other motions for voting will follow the Rules of Order (i.e., require a simple majority of a quorum). In the event of a dispute regarding a voting topic or deadlock on an issue, a Service Provider or Operator may seek mediation in accordance with Section 19(c) (Mediation) to resolve such an issue.

## 10. SERVICE PROVIDER SERVICE LEVEL AGREEMENTS

- a. Service Provider SLA Breach. If a Service Provider experiences 2 or more Severity 1 (Critical) incidents or 4 or more Severity 2 (Degraded) incidents in a rolling 2-week period that affect production flights and are not mitigated or resolved in accordance with the “Performance Requirements” defined in the SLA Performance Requirements in Annex A (Strategic Coordination Service Level Agreement) Section 2(a) (Service Level Performance Requirements) (“SLA Breach”):
  - i. Grace Period. The Service Provider will report any such SLA Breach to the Operations Committee within 48 hours and is granted the immediately following 2 weeks to remediate and monitor SLA performance (the “SP Grace Period”).
  - ii. Offboarding. If, during the Service Provider Grace Period, the Service Provider either (a) experiences an additional Severity 1 or Severity 2 incident and fails to resolve such incident in accordance with the SLA Performance Requirements or (b) is unable to resolve the issues giving rise to the SLA Breach, then such Service Provider will suspend provision of UTM Services to its Operators, and will be subject to offboarding pursuant to Annex C, Section 5.
- b. Re-onboarding. A suspended Service Provider may resume providing UTM Services to its Operators upon successful re-onboarding by completing the process defined in Section 4 (Onboarding).

## 11. OPERATOR AGGREGATE CONFORMANCE

- a. Operator Aggregate Conformance Failure. If an Operator is notified of aggregate operational intent nonconformance by the Service Provider as defined in an applicable SDD:
  - i. Grace Period. The Service Provider providing UTM Services to such an Operator must report the non-conformance to the Operations Committee within 48 hours. The Operator is expected to assess the nonconformance, take corrective action, and report the corrective action to the Operations Committee. The Operator will be granted the immediately-following 4 weeks to remediate and monitor conformance (the “OP Grace Period”).



- ii. Suspension. The Operator's Service Provider will suspend the provision of UTM Services to such Operator and the suspension will begin on the earlier of: (x) Operator's aggregate conformance is below 70%, or (y) at the end of any 3 day period during the Operator Grace Period if the Operator's aggregate conformance declines, or (z) the end of the Operator Grace Period if the Operator's conformance fails to meet ASTM aggregate operational intent conformance requirements set forth in the SDD during the Operator Grace Period. An Operator that does not operate any flights during the Grace Period, or that does not remediate its conformance by the end of the four-week period in (i), will be offboarded in accordance with Annex C, Section 5, and must successfully re-onboard in accordance with Section 4(b) (Operators) prior to resuming flight operations.
- iii. Exclusions from aggregate operational intent nonconformance: The Operations Committee may consider conditions under which nonconformance with operational intent could be excluded from the calculation of an Operator's aggregate conformance failure and update those conditions from time to time. Such exclusions, once approved, must preserve the safety, integrity, and efficiency of the system.
- b. Re-onboarding. A Service Provider may resume the provision of UTM Services to the Operator when the Operator successfully re-onboards by completing the process defined in Section 4 (Onboarding).
- c. Airspace Utilization. Each Service Provider and its Operators will use all reasonable efforts to make efficient use of the shared airspace. If an Operator's aggregate conformance is in excess of 99.5% within a rolling 4 week time period or as defined by the Operations Committee, the Operations Committee will review such Operator's flight data and consider options to ensure fair and efficient use of the shared airspace.

## 12. REPORTING

- a. Service Providers. Each Service Provider will submit a monthly report to the Operations Committee containing information on actual performance of the UTM Services achieved in comparison to the service levels agreed in an applicable SDD and SLA Performance Requirements in Annex A, in a format prescribed by the Technical Committee.
- b. Operators. Each Operator will submit a monthly report to the Operations Committee regarding actual production flight operations, including information on aggregate operator conformance and any exclusion conditions being exercised, in a format prescribed by the Technical Committee.

## 13. GOVERNANCE MODIFICATION & ESCALATION

The Governance Rules in this Annex may be modified in accordance with the following procedure:

- A Governance Committee member may propose a modification to these Governance Rules for good cause by notifying a Committee Chairperson of the Operations Committee.

- A Committee Chairperson will include the proposed change on the agenda for the next meeting of the Governance Committee.
- Changes to the Governance Rules may not occur more than once quarterly unless such change is due to a change in law or regulation that comes into effect sooner than the changes to the Governance Rules to accommodate such regulations.
- In all cases, proposed changes to the Governance Rules must be reasonably motivated and accepted by vote of the Operations Committee in accordance with Section 6 (Voting).
- Accepted changes to the Governance Rules will be reflected by amending this Annex, but does not require amendment of the Agreement.

If an issue or matter before a Governance Committee is not resolved, the claiming Governance Committee member and/or the Operations Committee may address the issue with a supervisory body or other competent authority, if available. If no acceptable resolution or relief is provided, the aggrieved member may proceed with informal mediation as set forth in Section 19(a) (Dispute Resolution Procedure).

## ANNEX D: DATA PRIVACY

The terms of this Annex D apply to any Personal Information (defined below) contained within Shared Data received by any Party and will control to the extent there is any conflict between the terms of this Annex D and the terms of the Agreement. This Annex D will survive termination or expiration of the Agreement.

### 1. DEFINITIONS

In addition to the terms defined below, capitalized terms used in this Annex D but not defined herein have the meanings set out in the Agreement or the Standard.

- a. "Applicable Laws" means any federal, state, or local privacy and data security laws and regulations that apply to a Party's processing of Personal Information in connection with the Agreement.
- b. "Personal Information" means any information that (i) is deemed "personal information," "personally identifiable information," or "personal data" (or similar variations of such terms) under Applicable Laws; and (ii) is contained within any Shared Data that a Party receives from any other Party in connection with this Agreement.
- c. "Process" or "Processing" means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, retention, analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- d. "Protected Data" means all Shared Data that a Party receives from any other Party in connection with this Agreement, including any Personal Information contained therein.
- e. "Data Breach" means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Protected Data in a Party's possession or control.

### 2. ROLES, PROCESSING AND OBLIGATIONS

- a. Subject to the limitations and restrictions set forth in the Agreement (including this Annex D), each Party is a separate, independent controller of the Personal Information it Processes in connection with the Agreement.
- b. Each Party will (i) only Process Personal Information for the Purpose; (ii) not "sell" or "share" (as such terms are defined under Applicable Law) the Personal Information; (iii) not retain, use or disclose the Personal Information (1) for any purpose (commercial or otherwise) other than the Purpose or (2) outside the direct business relationship between it and the disclosing Party; and (iv) not combine the Personal Information with any other personal information it collects other than as reasonably necessary to achieve the Purpose. Each Party will permit the applicable disclosing Service Provider, upon reasonable notice, to take reasonable and appropriate steps: (i) to ensure that the receiving Party is using Personal Information in compliance with this Annex and (ii) to stop and remediate the receiving Party's unauthorized use of such data.
- c. Each Party will provide all notices and obtain all consents required under Applicable Laws to disclose Personal Information to the other Parties for Processing in accordance with the Purpose.

- d. Each Party will implement reasonable and appropriate security measures that meet or exceed requirements under Applicable Law and that are designed to protect Protected Data against any Data Breach.
- e. Each Party will notify the other Parties in writing without undue delay of: (i) a Data Breach relating to Protected Data in its possession or control; or (ii) except to the extent prohibited by Applicable Law, any formal complaint, investigation, lawsuit or threat of lawsuit to the extent relating to its Processing of any Protected Data.
- f. Each Party will cooperate in good faith with any other Party's reasonable requests for assistance in responding to a data subject's or supervisory authority's inquiry, complaint or request regarding its Processing of Personal Information, but in each case only to the extent such cooperation is reasonably necessary for the requesting Party to address the inquiry, complaint or request.
- g. The Parties acknowledge that the Processing of Personal Information is designed to help ensure security and integrity of the operation of UAS. As a result, no Party will be required to delete Personal Information in response to a data subject's request to exercise its right of deletion. Without limiting the foregoing, each Party will retain Personal Information in accordance with requirements under Applicable Law.

Upon the effective date of any Agreement termination, or any individual Party's termination from the Agreement, for any reason, such Party will delete all Protected Data in its possession or control without undue delay.

## ANNEX E: FORM OF JOINDER

This Joinder (this “Joinder”) to the UTM Service Provider and Operator Data Sharing and Governance Agreement for the United States, with an effective date of [Effective Date] is made and entered into as of the date that the new party identified in the signature block below (“New Party”) signs this Joinder. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

### BACKGROUND

Pursuant to Section 21(f) (Joinder) of the Agreement, the New Party desires to become a party to the Agreement and each of the Standard Contractual Sections by executing this Joinder.

NOW, THEREFORE, IN CONSIDERATION of the promises provided herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Party agrees as follows:

### AGREEMENT

The New Party acknowledges and agrees that it: (a) has received and reviewed a complete copy of the Agreement; (b) shall become a party to the Agreement upon execution of this Joinder and thereafter be deemed a “Party” under the Agreement; (c) shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement, and entitled to all the benefits thereof, as though an original party thereto; and (d) shall deliver an executed copy of this Joinder to a representative of each of the Parties to the Agreement.

Signed by the New Party’s authorized representative on the date indicated below.

New Party:

[Insert Party Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_