



FDS Pilot App Agreement T&Cs

Section 1: Pricing and Payment

1. Pricing

- 1.1. All Fees shall be due for payment in advance of Services commencing.
- 1.2. The Annual Service Fee value shall not be less than the Fixed Minimum Annual Service Fee. In the event the Annual Service Fee value falls below the Fixed Minimum Annual Service Fee the difference in value will be charged to the Customer.
- 1.3. All monthly variable fees shall be chargeable at the end of the month in which they were incurred.
- 1.4. All other Additional and Optional Fees shall, unless otherwise stated, be payable in full in advance of Services being delivered.
- 1.5. Use of Out of Hours service number shall incur a fixed fee per incident irrespective of outcome, duration, actions taken or the number of calls made for that incident. Acron Aviation reserves the right to charge for any and all development support, travel and subsistence charges which may be required to support closure of callout.
- 1.6. All Fees are quoted exclusive of any taxes, fees, charge or duties that may be imposed by any law applicable to this Agreement including but not limited to VAT, GST and any other sales related taxes. All such taxes, fees, charges or duties shall be the sole responsibility of the Customer.
- 1.7. Acron Aviation reserves the right to adjust prices bi-annually on 1 January and 1 July.

2. Payment

- 2.1. Customer shall pay to Acron Aviation the Fees listed in the Schedule for the Service.
- 2.2. Payments due from the Customer to Acron Aviation under the terms of this Agreement shall be paid in the currency shown in the pricing table by electronic transfer to such bank account as Acron Aviation shall notify to the Customer from time to time. Invoices will be due for

payment thirty (30) days after the date of the invoice with no right of set off.

- 2.3. Acron Aviation may charge interest on any overdue amounts at the Bank of England base rate plus four percent (4%), which interest will begin to accrue thirty (30) days after the invoice date and will continue to accrue until the day prior to the receipt of payment, inclusive.
- 2.4. If an invoice remains unpaid for more than sixty (60) days from the invoice date, Acron Aviation may remove access to the Pilot App and suspend or cease the processing of new Binary Flight Data until all outstanding invoices have been paid.

3. Taxes

- 3.1. Payment must be made by the Customer without any set-off or counter claim and free of deduction or withholding of any taxes or governmental charges, except as required by law. If any deduction or withholding is required by any law applicable to the Customer, Customer must pay to Acron Aviation such additional amount as is necessary to ensure that the net amount actually received by Acron Aviation, free and clear of all taxes, equals the full amount Acron Aviation is entitled hereunder and which it would have received had no such deduction or withholding been required.
- 3.2. Should any taxes (including but not limited to any goods and services tax or other value added tax), levies, fees, charges or duties be imposed, levied or become payable in respect of the Service or this Agreement pursuant to any applicable law, Customer will pay any and all such taxes, levies, fees, charges and duties, in addition to any other payments due under this Agreement, except such taxes as may be based solely on Acron Aviation net income. In the event Acron Aviation pays any such tax or assessment, Customer will immediately reimburse Acron Aviation upon demand in accordance with clause 2.

Section 2: Terms and Conditions

4. General

- 4.1. In consideration of the payment by the Customer of the Fees, Acron Aviation shall provide the Service as outlined in the Agreement Schedule during the Term of this Agreement.

5. Term

- 5.1. This Agreement shall commence on the Effective Date and shall continue for a term of three (3) years ("Term") unless and until terminated by either Party in accordance with the terms of this Agreement.
- 5.2. The Term shall automatically renew on its expiry for a further three (3) year period unless either Party gives not less than ninety (90) days prior written notice of its intention to terminate the Agreement at the end of the Term. For the avoidance of doubt such subsequent three (3) year period shall be considered the Term for the purposes of this Agreement.

6. Termination

- 6.1. Either Party may terminate for convenience this Agreement in whole or in part, including removal of aircraft from the Customer's fleet, without cause, by giving not less than ninety (90) days prior written notice given to the other Party.
- 6.2. In the event that the Customer terminates this Agreement in accordance with clause 6.1, they shall remain liable for outstanding fees invoiced and/or due including the Annual Fee payable in respect of the remainder of the current Term.
- 6.3. Each Party shall have the right to terminate this Agreement if the other party, at any time, materially breaches this Agreement by defaulting in its obligations hereunder.
- 6.4. The non-defaulting Party may initiate termination of this Agreement by giving the defaulting Party written notice of termination specifying the default at least thirty (30) days prior to the specified date of termination.
- 6.5. For the avoidance of doubt said termination notice shall be of no effect and termination shall not occur if the defaulting Party cures the specified default prior to the effective date of termination.
- 6.6. Upon termination of this Agreement, howsoever brought about, the Customer shall remain liable for all outstanding obligations.

- 6.7. Upon termination of this Agreement, the Customer may request return of any Customer stored Binary Flight Data in a format to be agreed at that time. In this case, Acron Aviation may charge the Customer for any additional work required to facilitate this request.

7. Ownership and Licenses

- 7.1. The Service, and each of the components thereof, is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Any reproduction in whole or in part of the Service including the Pilot App interfaces and images by the Customer is strictly prohibited.
- 7.2. The Flight Data Insights provided in the Pilot App are the sole and exclusive property of Acron Aviation and/or its third-party providers and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Any reproduction of the Pilot App in whole or in part by the Customer is strictly prohibited.
- 7.3. Acron Aviation hereby grants to the Customer the right to use the Pilot App and the Flight Data Insights, on a royalty free, worldwide basis including the right to create derivative works from the Flight Data Insights.
- 7.4. The Customer hereby grants to Acron Aviation the right, on a royalty free, worldwide, transferable and sub-licensable basis, to use, modify, distribute, store, create derivative works from, and dispose of the Binary Flight Data and carry out all other acts required to enable the delivery of Flight Data Insights.
- 7.5. The Customer hereby grants Acron Aviation the right, on a royalty free, worldwide, transferable, irrevocable, and sub-licensable basis to anonymize, aggregate, prepare derivative works of and use Binary Flight Data and any other Customer data as Aggregate Anonymous Data, including any historic data that may be held and/or produced by Acron Aviation on behalf of the Customer under prior agreements.
- 7.6. For the purpose of clause 7.5, "Aggregate Anonymous Data" means anonymous, aggregated data provided by Customer to Acron Aviation or derived from Customer's use of the Services (e.g., Binary Flight Data) or anonymous, aggregated data collected through Customer's use of the Services, statistics, log files and similar information gathered by the Services, including benchmarking, performance and usage information,

provided that such data cannot be associated with Customer or Customer's individual aircraft, employees, or clients.

- 7.7. For the avoidance of doubt upon creation, Acron Aviation shall be the sole owner of such Aggregate Anonymous Data and may use, copy, comingle, aggregate with third-party data and distribute Aggregate Anonymous Data for any lawful purposes (including without limitation, for benchmarking activities, improving, testing, operating, promoting, providing, and marketing Acron Aviation products or services).

8. Non-Disclosure and Use of Data

- 8.1. Each Party undertakes not to use the other Party's Confidential Information otherwise than in the exercise and performance of its rights and obligations under this Agreement ("Permitted Purposes").
- 8.2. Subject to clauses 7.6 and 7.7 all Binary Flight Data provided by Customer to Acron Aviation shall remain the exclusive Confidential Information of the Customer.
- 8.3. The Receiving Party shall treat as confidential all Confidential Information of the Disclosing Party supplied under this Agreement and not divulge any such Confidential Information to any person except to its own employees or representatives and then only to those employees or representatives who need to know it for the Permitted Purposes, including employees or representatives of an Acron Aviation affiliate or subsidiary. Each Party shall ensure that its employees or representatives are aware of, and comply with, this clause 8.
- 8.4. The restrictions imposed by clauses 8.1 and 8.2 shall not apply to the disclosure of any Confidential Information which:
- 8.4.1. is now in or hereafter comes into the public domain otherwise than as a result of a breach of this clause 8;
- 8.4.2. before any negotiations or discussions leading to this Agreement was already known or independently developed by the Receiving Party (or, in the case of the Customer, any of its Affiliates) in circumstances under which the Receiving Party was (or, in the case of the Customer, and its Affiliates were) not bound by any form of confidentiality obligation; or
- 8.4.3. is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if permissible,

with the Disclosing Party to limit disclosure to such authorised person to the extent necessary).

- 8.5. The Receiving Party shall notify the Disclosing Party if it or any of its staff connected with this Agreement becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the Disclosing Party, at the Receiving Party's reasonable cost, in connection with any enforcement proceedings which the Disclosing Party may elect to bring against any person.
- 8.6. Neither Party shall make or release any public announcement, press release, advertisement or publicity related to the execution and/or the subject of this Agreement without having first obtained the other Party's prior written consent to the content and timing of any such publicity.
- 8.7. The Parties acknowledge that monetary damages may not be adequate to protect a Party from breach of this clause 9 and accordingly acknowledge that each Party shall be entitled, in addition to any other remedies it may have, to equitable or injunctive relief to enforce its rights hereunder, in addition to any other rights it may be entitled to at law or in equity.

9. Personal Data

- 9.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation.
- 9.2. This clause 9 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 9.3. The Parties acknowledge that for the purposes of the Data Protection Legislation and to the extent that Acron Aviation processes Personal Data on behalf of Customer in the delivery of the Service, Customer is the data controller and Acron Aviation is the data processor (as defined in the Data Protection Legislation).
- 9.4. Appendix C sets out the nature and purpose of processing by Acron Aviation, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation "Personal Data") and categories of Data Subject.
- 9.5. Without prejudice to the generality of this clause 9, Customer will ensure that it has all necessary appropriate consents, lawful bases and/or notices in place to enable lawful transfer of the Personal Data to Acron Aviation for the duration and purposes of this Agreement.

9.6. Without prejudice to the generality of clause 9.1, Acron Aviation shall, in relation to any Personal Data processed in connection with the performance of the Service:

9.6.1. process that Personal Data only on the written instructions of Customer (which instructions shall be taken as those set out in this Agreement in relation to the delivery of the Service with any change to the Service being required to be agreed with Acron Aviation) unless Acron Aviation is required by Data Protection Legislation to otherwise process that Personal Data. Where Acron Aviation is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Acron Aviation shall promptly notify Customer of this before performing the processing required by the Data Protection Legislation unless those Data Protection Legislation prohibit Acron Aviation from so notifying Customer;

9.6.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

9.6.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

9.6.4. be permitted to transfer Personal Data outside of the European Economic Area in order to deliver the Service provided that the following conditions are fulfilled:

- Customer or Acron Aviation has provided appropriate safeguards in relation to the transfer;
- the Data Subject has enforceable rights and effective legal remedies;

- Acron Aviation complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- Acron Aviation complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

9.6.5. assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

9.6.6. notify Customer without undue delay on becoming aware of a Personal Data breach;

9.6.7. at the written direction of Customer, delete or return Personal Data and copies thereof to Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data; and

9.6.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and allow for audits by Customer or Customer's designated auditor (within business hours of Acron Aviation and upon reasonable advance prior notice).

9.7. Customer consents to Acron Aviation appointing those entities set out in Appendix C as third-party processors of Personal Data under this Agreement (together with such other entities as Acron Aviation may notify to Customer from time to time and in relation to which Acron Aviation receives no objection from Customer within ten (10) Business Days after the date of notification by Acron Aviation).

9.8. Acron Aviation confirms that it has entered or (as the case may be) will enter into with the third-party processors a written agreement incorporating terms which are substantially similar to those set out in this clause 9. As between Customer and Acron Aviation, Acron Aviation shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 9.

10. Export Control.

10.1. The Customer shall fully comply with all applicable

export/re-export regulations (including, but not limited to, any US Government export control requirements) applicable to the Services or data being provided as part of the Services, and shall hold harmless and indemnify Acron Aviation against any claim, liability, losses, costs, damages and expenses (including without limitation attorney's fee) of whatsoever nature or kind or amount, based upon or resulting from any action or claim raised by any third party (including without limitations any entity, whether incorporated or not, state agency, governmental authority) due to a failure by the Customer, or any of their agents, assignees and/or transferees and/or sub-licensees to comply with any and all export/re-export regulations.

11. Warranty

- 11.1. Acron Aviation warrants that the Services shall be delivered with due care and diligence by duly qualified employees in accordance with the Service Levels set out in Appendix A clause 10 and that the Flight Data Insights shall reflect the Binary Flight Data provided to Acron Aviation by the Customer.
- 11.2. Acron Aviation's liability in respect of a breach of clause 11.1, shall be the reprocessing of affected Binary Flight Data.
- 11.3. Acron Aviation shall not be liable and the Customer shall be solely responsible for all aviation safety, operational and maintenance related decisions taken within its organisation and Acron Aviation expressly excludes any warranty in respect of the accuracy and content of the Flight Data Insights' for the purposes of making such decisions.
- 11.4. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

12. Limitation of Liability

- 12.1. To extent that it cannot be lawfully limited, nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury, caused by the negligence of a Party or that of its employees while acting in the course of their employment, or other damage for which liability cannot be lawfully limited or excluded.

- 12.2. The Customer acknowledges that Flight Data Insights and information provided by Acron Aviation to the Customer shall be provided in good faith, for guidance and informational purposes only, and Acron Aviation is not providing any safety, operational or maintenance advice or recommendations.
- 12.3. In no event shall Acron Aviation be liable for indirect, special, consequential, multiple or punitive damages or any damage deemed to be of an indirect or consequential nature arising out of or related to its performance under this Agreement, including, but not limited to, loss of profits, loss of revenue, or loss of contracts, whether based upon breach of contract, warranty, indemnity, negligence and whether grounded in tort, contract or civil law or other theories of liability, including strict liability
- 12.4. Acron Aviation's liability for direct damages arising out of or in connection with this Agreement whether grounded in tort, contract, civil law or other theories of liability including strict liability, shall not exceed the Annual Service Fees payable in the year that the claim arises.
- 12.5. The Customer shall indemnify Acron Aviation against any claims, legal proceeding and expenses, including legal fees and costs associated with any litigation, which are brought or threatened against Acron Aviation by a third party arising from the use of the Pilot App or Flight Data Insights by the Customer in its operations.

13. Notices

- 13.1. All notices, requests, demands and other communications provided for in this Agreement shall be in writing and shall be delivered, emailed or faxed in English to the applicable Party at the address indicated below:
- 13.2. Notices or other communications (including accompanying papers) given in connection with this agreement shall be given, or accompanied by a translation, in English.
- 13.3. Notices shall be deemed to be served on the recorded day of delivery if sent by recorded post or on the day of delivery by the receiving Party if sent by email.

14. General Provisions

- 14.1. **Entire Agreement.** This Agreement contains the full understanding of the Parties and supersedes all prior agreements and understandings between the Parties and may not be modified save as provided herein.

- 14.2. **Force Majeure.** No Party hereto shall be deemed in default if its performance or obligations hereunder (other than any obligation to make a payments due and payable) are delayed or become impossible or impractical by reason of any act of God, war, fire, earthquake, labour dispute, accident, civil commotion, epidemic, pandemic, network failure, supply shortages, denial of service, attack, act of government or government agency or officers, or any other cause beyond such Party's control (a "Force Majeure").
- 14.3. **Marketing.** The Customer hereby agrees that during the Agreement Acron Aviation may make reference to the Customer and to the existence of this Agreement in marketing or promotional materials.
- 14.4. **Non-waiver.** A waiver, or partial waiver, of a right, remedy or power provided under this Agreement or by law or of a default under this Agreement does not constitute a waiver of, or preclude any other or further exercise of, any other right, remedy or power under this Agreement and shall not affect the other terms of this Agreement.
- 14.5. **Enforceability.** If any part of this Agreement is invalid, illegal or incapable of being enforced, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
- 14.6. **Relationship of the Parties.** This Agreement shall not create or imply a joint venture, partnership or principal/agent relationship between the Parties.
- 14.7. **Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such amendment, modification, abrogation, substitution, variation or compromise as may be necessary to make it legal, valid and enforceable.
- 14.8. **Anti-Bribery and Corruption.** In entering this Agreement, each Party warrants that it has not done, and in performing its obligations under this Agreement, it shall not do, any act or thing that contravenes the Foreign Corrupt Practices Act (US), Bribery Act 2010 (UK) or any other applicable anti-bribery or anti-money laundering laws and/or regulations.
- 14.9. **Assignment.** The Customer shall not assign any of their rights under this Agreement without the prior written consent of Acron Aviation, which consent shall not be unreasonably withheld.
- 14.10. **Disputes.** In the event of any dispute arising between Acron Aviation and Customer, the Parties shall first use reasonable endeavours to resolve such dispute amicably in the ordinary course of business. Any Party may give the other Party written notice to a level of management higher than the person with direct responsibility for this Agreement of any dispute not resolved in the ordinary course of business.
- 14.11. **Governing Law & Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. The courts of London shall have exclusive jurisdiction with respect to any matter set out herein.
- 14.12. **Sole Remedy.** Customer agrees that its rights and remedies arising by virtue of the operation of this Agreement are the sole and exclusive rights and remedies of Customer in relation to any of the matters arising under this Agreement or otherwise and Customer shall not be entitled to claim any right or remedy against Acron Aviation that does not arise by virtue of the operation of this Agreement.
- 14.13. **Survival.** All provisions of this Agreement which are intended to have effect or to bind any of the Parties following any expiry or termination of this Agreement or its transfer or assignment in whole or in part shall survive expiry or termination of this Agreement to the extent permissible by law.
- 14.14. **Counterparts.** This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 14.15. **Headings.** The headings or captions of the Sections of this Agreement are for convenience and reference only, and are not intended in any way to modify, enlarge or limit the provisions hereof; nor shall such headings or captions be used to interpret or construe the intent of the Parties with respect to the provisions of this Agreement

15. Definitions and Interpretation

The following words have the following meanings in this Agreement, unless the context requires otherwise.

"Achieved Flight Records" means information provided by the Customer to allow analysis coverage checks to be completed and, for some Data Frames, to improve the quality of the data analysis.

"Agreement" means this Agreement including all Appendices attached hereto.

"Aircraft Family" means aircraft of the same make, type, series, model and configuration. This is essentially used for identifying the number of frames that need to be created.

"Binary Flight Data" means the unprocessed or raw flight data produced by an aircraft and typically recorded on-board that aircraft.

"Business Days" means a day in London, England UK that is not a Saturday, Sunday or public holiday.

"Confidential Information" means all Binary Flight Data, all Flight Data Insights, all data created during analysis and such other information relating to either Party that is not generally known to the public. The term "Confidential Information" specifically excludes information which is or later becomes within the public domain through no breach of this Agreement by of the other Party, which was in a Party's possession prior to receiving it from the other Party, which a Party may have originally received from a third party without notice of such restrictions as to use and disclosure, or which a Party can show has been developed by it independently of the receipt of such information.

"Data Frame" shall mean the layout of information recorded within the Binary Flight Data, also known as the Logical Frame Layout or LFL.

"Data Protection Legislation" shall mean the Data Protection Act 2018 and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

"Data Subject" shall mean an identified or identifiable natural person.

"Data Transfer Unit" or "DTU" shall mean the hardware or software solution provided by Acron Aviation to the Customer to enable the transfer of Binary Flight Data from the Customer to Acron Aviation.

"Effective Date" means the date when this Agreement has been signed by both Parties.

"Engineering Activities" means actions to support aircraft maintenance that do not directly relate to aviation safety.

"Event" means the identification of a Customer's threshold exceedance.

"Fees" means all fees set out Appendix B to this Agreement.

"Flight Data Analysis" means the analysis of recorded flight data.

"Flight Data Insights" means all processing results generated from the Binary Flight Data as a result of the Service.

"Nominated Access Controller" means the person nominated in the User Access Form as the Customer's primary contact for user access matters.

"Personal Data" shall mean any information relating to a Data Subject received by one Party (the Recipient) from or on behalf of the other Party (the Discloser) in connection with the performance of the Recipient's obligations under this Agreement.

"Services" means the Flight Data Analysis services to be delivered by Acron Aviation in accordance with Appendix A.

"Technical Support" means support relating to the transfer of data, access to the FDC Website and user account configuration.

Appendix A. Pilot App Services

1. Configuration

- 1.1. Following receipt of a request for Data Frame configuration the Customer shall provide to Acron Aviation:
 - 1.1.1. the Data Frame documentation;
 - 1.1.2. a minimum of five (5) sample Binary Flight Data flights; and
 - 1.1.3. the aircraft operating thresholds including but not limited to Flight Operations Manual, Standard Operating Procedures and Aircraft lookup tables, (collectively the “**Data Frame Configuration Information**”) required to decode, convert and validate the recorded Binary Flight Data into engineering units for the aircraft to be monitored.
- 1.2. All costs and licensing associated with provision of the information required pursuant to clause 1.1 above shall be the Customer sole responsibility.
- 1.3. For the avoidance of doubt Configuration Fees shall be become payable on receipt of a request for configuration irrespective of when Data Frame documentation is provided but Acron Aviation shall be under no obligation to commence configurations works until all Data Frame documentation and sample Binary Flight Data has been received in accordance with clause 1.1 above.

2. Data Transfer

- 2.1. Binary Flight Data may be transferred to Acron Aviation via SFTP protocol or by using an Acron Aviation supplied DTU.
- 2.2. Acron Aviation may lease or recommend to the Customer one or more DTU(s) to allow for the transfer of Binary Flight Data from the aircraft to Acron Aviation.
- 2.3. The DTU solution can be provided, at Acron Aviation’ discretion as:
 - 2.3.1. software (for installation on the Customer’s commodity hardware);
 - 2.3.2. hardware (with required media readers, pre-configured with the software); or
 - 2.3.3. server based (hosted in the Acron Aviation data centre if the Customer transfers data via Internet protocols).
- 2.4. If the Customer leases data transfer software then Acron Aviation shall provide the Customer with a written procedure to follow to install the data transfer software.
- 2.5. If the Customer leases data transfer hardware then:
 - 2.5.1. the Customer shall not add to, modify or in any way interfere with the Data Transfer Unit(s).
 - 2.5.2. the Customer shall use and store the Data Transfer Unit in accordance with the Data Transfer Hardware User Guide (Reference 2),
 - 2.5.3. the Customer shall, following delivery, be liable for any and all loss or damage to the Data Transfer Unit(s) howsoever caused.
 - 2.5.4. The Customer will be responsible for ensuring that their systems meet any minimum installation requirements to support the DTU solution provided by Acron Aviation as notified by Acron Aviation.
 - 2.5.5. Except as set forth below, in the event of an actual malfunction of a DTU, Acron Aviation will supply a replacement unit. Acron Aviation shall pay the shipping charges to despatch replacement Data Transfer Unit(s) and the Customer shall pay the shipping charges to return the suspect Data Transfer Unit(s) to Acron Aviation.
 - 2.5.6. Notwithstanding the foregoing, the Customer shall be liable for any loss or damage to, or actual or suspected malfunction of a DTU that is the consequence of misuse or abuse by the Customer, and Acron Aviation shall have no obligation to replace such Data Transfer Unit or pay any shipping charges related with the return or replacement of DTUs if replacement is required as a consequence of misuse or abuse by the Customer.
- 2.6. Ownership of all leased DTU(s) shall be retained by Acron Aviation at all times.
- 2.7. The Customer shall provide Achieved Flight Records in the format defined in Reference 1.
- 2.8. The Customer shall be solely liable for the Binary Flight Data and any other data transferred to Acron Aviation and shall ensure that it does not transfer any unauthorised personal data, malware, malicious, viruses or inappropriate data to Acron Aviation. To the extent that Binary Flight Data is unusable or not required this may result in a delay in processing of Binary Flight Data

which is outside of the reasonable control of Acron Aviation and as such Acron Aviation shall have no liability for any such delay.

3. Technical Support

- 3.1. Acron Aviation shall provide Technical Support via:
 - 3.1.1. the FDC website – polaris.flightdataservices.com
 - 3.1.2. by email – tech.fds@acronaviation.com; or
 - 3.1.3. by telephone – +44 1329 223663.
 - 3.1.4. Out of Hours - +44 1202 045214
- 3.2. Flight Data Analysis Support shall be available during Asia, UK and US office hours.
 - 3.2.1. Asia office hours are from 8:00 to 17:00 (Bangkok time) Monday to Friday, excluding Thai public holidays
 - 3.2.2. UK office hours are from 8:00 to 17:00 (UK time) Monday to Friday, excluding UK public holidays.
 - 3.2.3. US office hours are from 8:00 to 16:00 (Arizona time) Monday to Friday, excluding Arizona public holidays.
- 3.3. Technical Support shall be available outside UK and US office hours by calling the Out of Hours number.
- 3.4. Out of Hours shall be subject to an additional charge.

4. Data Processing and Analysis

- 4.1. Acron Aviation shall use reasonable endeavours to analyse all Binary Flight Data transmitted by the DTU or SFTP. For the avoidance of doubt L3 Harris will not be required to analyse corrupt or unreadable data.

5. Data Access

- 5.1. Customer shall complete the User Access Permissions Form in the Pilot App Startup Guide.
- 5.2. Acron Aviation shall configure user access to the Pilot App Solution in accordance with the completed User Access Permissions Form.
- 5.3. Acron Aviation shall only amend user access permissions, including but not limited to adding and removing users, when requested in writing by the Customer's Nominated Access Controller(s) listed in the User Access Permission Form.
- 5.4. Customer may elect to change their Nominated Access Controller by providing a minimum of ten (10) Business Days' notice.

6. Changes to Fleet

- 6.1. Acron Aviation shall not charge a Configuration Fee to add aircraft to the Service, provided that aircraft are from the same Aircraft Family as the Customer's enrolled aircraft. Acron Aviation reserves the right to charge for the addition of aircraft or changes to the Data Frame in the event that such changes are required to support the addition of said aircraft.
- 6.2. Acron Aviation shall remove aircraft from the Service at no charge.
- 6.3. If the Customer wishes to add aircraft and/or changes the configuration of aircraft such that a new or updated Data Frame needs to be added or created, Acron Aviation may charge a new Configuration Fee.

7. Optional Add-on Services

- 7.1. In addition to the standard Service offered under the terms of the Agreement the Customer may choose to purchase the following optional add-on services ("Optional Services") by providing not less than thirty (30) days' written notice to Acron Aviation, for the avoidance of doubt Acron Aviation shall be no obligation to deliver Additional Services until it has received such written notice:
 - 7.1.1. Data Transfer Unit ("DTU") - additional software and/or hardware DTUs can be provided on a lease basis to support the easy downloading of Binary Flight Data from Customer's aircraft. Lease includes supply of DTU and associated software, download procedure manual, software maintenance and support and replacement hardware units to support hardware maintenance.
 - 7.1.2. Automatic Analysis/machine validation

8. Additional Services

- 8.1. In addition to the standard Service offered under the terms of the Agreement the Customer may choose to purchase the following additional services ("Additional Services") by providing not less than thirty (30) days' written notice to Acron Aviation, for the avoidance of doubt Acron Aviation shall be no obligation to deliver Additional Services until it has received such written notice:
 - 8.1.1. **Flight Data Connect** Acron Aviation can provide flight data monitoring and FOQA services to support Customer's safety management. These services are provided in accordance with the

Standard Conditions of Sale for the supply of Flight Data Analysis Services <https://acronaviation.com/terms-and-conditions/>

- 8.1.2. **Express Readout** Acron Aviation can provide annual compliance data recorder certification in accordance with Regulatory Authority regulations for flight data recorders, cockpit voice recorders and datalink decoding. Express Readout shall be provided in accordance with Commercial Aviation Express Readout – Standard Conditions of Sale. <https://acronaviation.com/terms-and-conditions/>
- 8.1.3. **3D Photorealistic Visualisation** Acron Aviation can add photorealistic visualisation configuration per selected Aircraft Family (not per Data Frame) including painting the aircraft model in the operator's colours, if requested. Visualisation software is supplied on an external hard disk with one selected aircraft model(s), a world map with selected airports and one commercial software license.
- 8.1.4. **Safety Management System (SMS) Integration** Acron Aviation may provide integration of the Pilot App Solution with the Customer's SMS to allow the exchange of information directly between the two systems. Such integration will be subject to certain systems requirements.
- 8.1.5. **Flight Safety Support Services** Acron Aviation can provide support to the investigation and reporting of significant Alert, generation and presentation of data analysis reports to provide safety intelligence to identify areas that may require intervention or mitigation in the Customer's operation.
- 8.2. Prices for these Additional Services are available on request.

9. System Development

- 9.1. Acron Aviation maintains a continuous development programme in respect of the Pilot App.
- 9.2. Customer may from time to time request changes that will involve specific software development and Acron Aviation shall undertake to review such change and if achievable within the scope of the Pilot App will provide a proposal for delivery of said change including as a minimum the price, implementation schedule and any Customer related dependencies.
- 9.3. For the avoidance of doubt all rights in any software development shall vest and be retained by Acron Aviation.

10. Service Levels

Subject to the terms and conditions of the Agreement, Acron Aviation will use commercially reasonable efforts to:

- 10.1. **Data Transfer** - Ship a new or replacement Data Transfer Hardware within one (1) working day of order or confirmation of failure.
- 10.2. **Website Availability** - Provide the Customer with access to the Pilot App on a twenty four (24) hours per day, 7 days a week basis; provided, that access may occasionally be restricted to allow for upgrade, repair or maintenance. Wherever possible, provide the Customer with forty eight (48) hours advance notice of any planned system downtime required for upgrade, repair or maintenance.
- 10.3. **Data Frame Configuration** - Acron Aviation shall configure new or updated LFLs within six (6) weeks of receipt of the Data Frame Configuration Information, as defined in Appendix A.
- 10.4. Event Validation
 - 10.4.1. For data transferred within one week of the flight take-off date, post validation results to the Pilot App Solution within one (1) Business Day of the arrival of the data.
- 10.5. Performance Statistics shall be updated daily.
- 10.6. Post-flight Analysis and Alert Notifications shall be available with in three (3) hours of receipt of Binary Flight Data.

Appendix B. Fuel Add-on Services

1. Fuel Data Processing

- 1.1.

The Fuel Add-on shall process fuel data within one (1) hour of receipt and make the fuel analysis available via the Pilot App.
- 1.2.

Rigorous quality assurance checks will be conducted to ensure data integrity and accuracy before further processing.
- 1.3.

The Fuel Add-on shall allow pilots to view their respective flights and calculate performance scores based on comprehensive data analysis, including event identification and other relevant metrics.
- 1.4.

Fuel Add-on algorithms shall evaluate pilots’ adherence to low emission practices and conduct detailed flight evaluations, storing results for further analysis and replay. The platform leverages advanced fuel IP enabling communication of savings to pilots, provision of feedback on adherence, and personalised recommendations to achieve higher savings for the operator.
- 1.5.

The Fuel Add-on will summarise route information with new routes added and analysed accordingly.

Appendix C. Processing, Personal Data and Data Subjects

Nature of processing	Flight Data Analysis
Purpose of processing	For the delivery of the Service to Customer
Duration of the processing	For the term of the Agreement
CATEGORIES OF DATA SUBJECT	TYPES OF PERSONAL DATA
Website Users	First name Surname Email address Telephone number
Service Agreement Administrators	First name Surname Email address Telephone number
Pilots	Pilot identification codes Personal data discernible from Binary Flight Data
PERMITTED SUB-PROCESSORS	PURPOSE OF PROCESSING
PT. AERING Jl. Pasirluyu Barat No. 34 Bandung Indonesia 40254	Flight Data Analysis Support
Truth Data Insights LLC 4200 Hulen Suite 403 Fort Worth Texas 76109 USA	Flight Data Analysis Support
EDB 7200 The Quorum Oxford Business Park North Oxford, OX4 2JZ, UK	Remote Database Administration
Amazon Web Services, Inc. 410 Terry Avenue North Seattle, WA 98109. United States	Cloud server provision
Amazon Web Services EMEA SARL Avenue John F. Kennedy 38, LUXEMBOURG, 1855, LUXEMBOURG	
FUELVISION APS CVR 41899123 Artillerivej 86, 2th, København S, Denmark	Fuel Data Analysis

