AEROSOPHIA BV – LICENSE TERMS AND CONDITIONS

These License Terms and Conditions ("Agreement") are effective as of 1-1-2025 and govern all access to and use of the Aerosophia platform ("Software") provided by AeroSophia BV ("Aerosophia") to its customers ("Licensee") via a Software-as-a-Service (SaaS) model. These terms apply unless expressly agreed otherwise in writing.

By accessing or using the Software, the Licensee agrees to be bound by this Agreement. Each License is governed by a License Order, which defines the scope of use and any additional terms.

Article 1 – License Grant

Subject to Licensee's compliance with this Agreement and within the agreed scope as defined in the applicable License Order ("Scope"), Aerosophia hereby grants the Licensee a non-transferable, non-exclusive, time-limited license to access and use the Software via the Aerosophia-hosted environment.

This right applies solely to the Software modules and features identified in the License Order, including related documentation and user interfaces provided by Aerosophia. All rights not expressly granted are retained by Aerosophia.

1.1 General Use

Licensee may access and use the Software only to process its own internal business data. Licensee may not:

- Sublicense, assign, rent, lease, lend, or otherwise allow third parties access to the Software.
- Use the Software as part of a commercial hosting, SaaS resale, service bureau, or time-sharing arrangement.
- Use the Software for any purpose outside the Scope or contrary to the agreed usage metrics.
- Copy, modify, translate, reverse-engineer, or decompile the Software, except as permitted by law.

The Licensee may not use the Software to operate shared or outsourced services for third parties, nor publish any benchmark or performance results related to the Software without Aerosophia's prior written consent.

1.2 Access and Availability

Aerosophia provides the Software as a hosted platform. The Licensee is not entitled to download, replicate, or store the Software locally. No physical copy is made available.

User access is governed through authenticated credentials. Licensee shall ensure that only authorized users access the Software and shall not share access credentials.

1.3 Usage Metrics and Editions

Licensee's rights to use the Software are subject to the agreed license type (e.g. read/write vs. read-only), user roles, and Scope specified in the License Order. Access rights may be assigned as:

- **Named Users** (assigned to a specific individual), or
- **Concurrent Users** (floating access based on agreed limits).

Aerosophia may provide optional backup or disaster recovery capabilities through its hosted services, which are governed separately. These do not constitute a right to duplicate or locally host the Software.

Article 2 – Payment

License fees are due within **thirty (30) days** of the invoice date, unless otherwise stated in the License Order. In case of late payment, Aerosophia may charge statutory interest under Dutch law and suspend access until full payment is received.

Article 3 – Ownership of Software

Licensee acknowledges that the Software and its documentation, interfaces, structure, and logic are protected by applicable copyright and trade secret laws. Except for the limited usage rights granted under this Agreement, all rights, title, and interest remain with Aerosophia and its licensors.

No rights are granted to source code. All intellectual property in or relating to any enhancements, updates, and modifications remains with Aerosophia.

Article 4 – Confidentiality

The Software contains valuable confidential and proprietary information of Aerosophia ("Confidential Information"). This includes, without limitation, technical information, system architecture, configurations, and documentation.

Licensee agrees to:

- Use such Confidential Information solely for permitted use of the Software.
- Prevent disclosure to unauthorized third parties.
- Protect the Confidential Information with the same care it uses for its own confidential materials, and in no case less than reasonable care.

These obligations do not apply to information that:

- Was publicly available at the time of disclosure;
- Was lawfully in Licensee's possession prior to disclosure;
- Was lawfully received from a third party without obligation of confidentiality;
- Is independently developed without use of Aerosophia's Confidential Information;

- Is required to be disclosed by law or court order (provided prompt notice is given, where allowed).

This obligation survives termination for **five (5) years**.

Article 5 – Termination

Aerosophia may terminate or suspend the License immediately if:

- Licensee materially breaches this Agreement, including scope or access restrictions, and fails to cure the breach within **thirty (30) days** after written notice.
- Licensee fails to pay any fees when due.

Upon termination, Licensee shall immediately cease all use of the Software and Aerosophia may restrict access accordingly. Aerosophia will delete or anonymize Customer Data in accordance with its data retention policy and applicable laws.

Article 6 – Warranties; Disclaimers

6.1 Standard Software (the Aerosophia Platform)

Aerosophia warrants that the standard Software, when used in accordance with this Agreement, will materially perform as described in the documentation available at the time of access.

However, the Software is provided "as-is" and "as-available". Aerosophia makes no guarantee that the Software will be uninterrupted or error-free, nor that any AI-generated analytics or insights will be fit for the Licensee's specific decision-making purposes.

6.2 Customer Works

If Aerosophia provides specific configurations, custom algorithms, or decision models developed for the Licensee under a Statement of Work ("Customer Works"), Aerosophia warrants that:

- It has the right to grant access to such Customer Works, and
- The Customer Works will materially conform to the specifications agreed in the relevant Statement of Work at the time of delivery.

This warranty applies only if the Customer Works are used within the licensed Software environment and remain unmodified by the Licensee or third parties. Faults in Customer Works that should have been identified during the agreed testing period will be addressed at the standard hourly rate.

Unless agreed otherwise, **no warranty applies to Customer Works** if the Licensee is not enrolled in an active support or maintenance program covering such work.

6.3 General Disclaimers

Except as expressly stated above, **Aerosophia disclaims all other warranties**, including implied warranties of merchantability, fitness for a particular purpose, accuracy of insights, and non-infringement.

Article 7 – Limitation of Liability

To the fullest extent permitted by Dutch law:

- Licensee assumes full responsibility for use and results of the Software.
- Aerosophia shall not be liable for any indirect, incidental, or consequential damages, including lost profits, business interruption, loss of data, or reputational harm—even if advised of the possibility.

Aerosophia's total cumulative liability under this Agreement is limited to the license fees paid by the Licensee in the twelve (12) months preceding the event giving rise to the claim.

Article 9 – Export Control

Licensee agrees to comply with applicable export laws. Licensee shall not use, transfer, or permit access to the Software in violation of applicable export control regulations, including those relating to restricted countries, persons, or end-uses.

Article 10 – Infringement Indemnity

Aerosophia will defend or settle any third-party claim alleging that the Software, as used within scope and in its unmodified form, infringes a copyright or a patent valid in the EU, US, or Japan.

If such a claim arises, Aerosophia may, at its option:

- Modify the Software to make it non-infringing,
- Replace it with equivalent functionality, or
- Terminate the affected License and refund prepaid fees on a pro-rata basis.

This obligation does **not** apply to claims arising from:

- Use in combination with third-party systems not approved by Aerosophia,
- Unauthorized modifications or derivative works,
- Non-compliance with documentation or intended use.

Article 11 – Tracking and Compliance

Upon reasonable notice, Aerosophia may audit Licensee's usage to verify compliance with agreed Scope and license metrics. If unauthorized use is discovered, Licensee must immediately pay applicable fees at standard rates.

Article 12 – Governing Law and Jurisdiction

This Agreement shall be governed by **Dutch law**. All disputes shall be exclusively submitted to the **competent court in the arrondissement Midden-Nederland**, unless otherwise required by mandatory law.

Article 13 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force. Such provision shall be revised to most closely reflect the original intent within the limits of applicable law.

Article 14 – Waiver and Modifications

No modification or waiver of this Agreement is binding unless in writing and signed by authorized representatives of both parties. Failure to enforce any provision shall not constitute a waiver of future enforcement.

Article 15 – Entire Agreement and Conflicting Terms

These License Terms and the applicable License Order represent the entire agreement between the parties concerning the use of the Software. Any conflicting terms in purchase orders or other documents are expressly excluded.

Article 16 – Transfer and Assignment

Licensee may not assign, delegate, or transfer this Agreement or the rights hereunder without Aerosophia's prior written consent. Any unauthorized assignment is void.

Article 17 – Notices

All legal notices must be delivered in writing to the addresses specified in the License Order or via a designated support/legal contact channel.

Article 18 – Miscellaneous

Licensee grants Aerosophia a non-exclusive, royalty-free license to use Licensee's logo solely for identifying it as a customer in marketing materials, presentations, and on Aerosophia's website. Use of the logo will be in accordance with any brand guidelines provided by the Licensee and may be revoked upon written notice.