



**PANAMA CITY - BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT
AND
AEROCLOUD**

ADDENDUM TO CONTRACT NO. 2024-16

The Panama District - Bay County Airport and Industrial District doing business as Northwest Florida Beaches International Airport (hereinafter the "District") purchase of Passenger Processing Solutions pursuant to the attached agreement is conditioned upon the Vendor, Aerocloud Systems, Inc., agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the Vendor's standard terms and conditions as set forth in Vendor's agreement, the provisions in this Addendum will prevail. Collectively, the attached agreement (including other terms or documents or information incorporated by reference) and this Addendum shall be referred to as "this Contract". This Addendum is intended to supplement and supersede Vendor's Subscription Agreement for Passenger Processing Solutions (the "Agreement") dated June 28 2024 where in conflict with this Addendum.

1. CONTRACT AMENDMENTS: The Agreement is hereby amended as follows:

A. Section 2.8(c) of the Agreement is hereby amended to prevent any revocation of access by any Authorized User without prior notice and reasonable opportunity to cure.

B. Section 6.2 is hereby amended to allow ten (10) business days from receipt of the Hardware for Subscriber to report any claim for damage, defect, or non-compliance.

C. Section 9 is hereby amended so that the Agreement may only be renewed at the District's option. District shall notify Aerocloud within thirty (30) days of expiration of the Initial Term or any Renewal Term of its intent to renew the Agreement.

2. PAYMENT. The District is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the District shall be made in compliance with said Act. VENDOR agrees to invoice the District no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. The District will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the District Finance Department, 17006300 West Bay Parkway, Box A Panama City, FL 32409

3. NON-APPROPRIATION. All funds for payment by the District under this Contract are subject to the availability of an annual appropriation for this purpose by the District Board of Directors. In the event of non-appropriation of funds by the District Board of Directors for the goods and/or services provided under this Contract, the District will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and The District shall not be obligated under this Contract beyond the date of termination.

4. **TERMINATION.** All provisions in this Contract providing for payment by the District as liquidated damages or as a cancellation fee or based upon acceleration of fees, if any, are hereby deleted. Upon termination of this Contract, the Vendor shall pay the District a pro rata refund of payments made unless termination is based upon breach of the Contract by the District. All provisions that provide a security interest in property being purchased or owned by the District, if any, are hereby deleted. All provisions that authorize the Vendor to repossess property or take action outside of court proceedings in response to a District breach of contract, if any, are hereby deleted.
5. **LIABILITY.** All provisions that require the District to assume liability or to indemnify, defend or hold harmless are hereby deleted. The District does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract.
6. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Bay County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.
7. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the District shall be provided to the District Executive Director, 6300 West Bay Parkway, Box A Panama City, FL 32409.
8. **ASSIGNMENT.** Vendor may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the District.
9. **ACCESSIBILITY.** Any information, records, data or documentation provided by the Vendor that is made available to the District or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (www) 2.1 AA accessibility guidelines.
10. **ENDORSEMENT.** All provisions that allow another to use the District's name in any advertising, endorsement or promotion are hereby deleted.
11. **ELECTRONIC SIGNATURES.** Unless waived by the District, this Contract shall not be executed via electronic signatures.
12. **PUBLIC RECORDS.** The District is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that the Contractor is acting on behalf of the District as provided under Section 119.011 (2) Contractor agrees to also comply with that law, specifically including to:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the District to perform the service.
 - B. Upon request of the District, provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law,

or provide the District with a copy of the requested records.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the District.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

E. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-636-8950, PMCCLELLAN@PCAIRPORT.COM, 6300 WEST BAY PARKWAY, BOX A, PANAMA CITY, FL 32409.

- 13. E-VERIFY.** The Vendor understands that contracts with the District are subject to Florida Statutes, §448.095(2) and the Vendor agrees to comply with the requirements of said statute. The Vendor shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the District reserves the right to terminate this contract in accordance with §448.095(2), Florida Statute.

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IN WITNESS WHEREOF, the parties set forth above and have set their hand and seal.

PANAMA CITY – BAY COUNTY AIRPORT
AND INDUSTRIAL DISTRICT

AEROCLOUD SYSTEMS, INC.

By: [Signature]
Parker McClellan, Executive Director

By: [Signature] ⁴²⁸
As Authorized Representative

Date: 8/8/24

Name: GEORGE W. RICHARDSON

ATTEST:

Date: 28th JUNE 2024.

By: [Signature]
Clare Humphreys, District Clerk



END OF ADDENDUM NO. 1

AEROCLOUD SUBSCRIPTION AGREEMENT

This Agreement is made and entered into as of 28th June 2024 ("Effective Date"), between AeroCloud Systems Inc. ("AeroCloud") and Northwest Florida Beaches International Airport, 6300 W Bay Pkwy, Panama City, FL 32409, United States ("Subscriber"). This Agreement sets forth the terms pursuant to which Subscriber shall be permitted to access and use the Services and Documentation during the applicable Service Term. The parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

"Agreement" means these terms and conditions, the Exhibits and annexes appended hereto and any Commercial Addendum incorporated from time to time into this Agreement.

"Authorized Users" means Subscriber's Master Users, employees, consultants, contractors, and/or agents who are authorized by Subscriber to access and use the Subscription Services and Documentation under the rights granted to Subscriber pursuant to this Agreement.

"Additional Services" means any additional Implementation Services, Subscription Services, Support Services and/or other similar services which AeroCloud agrees to provide to Subscriber from time to time during the Term, as set out in the applicable Commercial Addendum.

"Commencement Date" means the commencement date set out in the applicable Commercial Addendum.

"Commercial Addendum" means a commercial addendum which shall be substantially in the form set out in the Exhibit to this Agreement, including any annex/annexes incorporated into such commercial addendum.

"Data Center" means the location where the production instance of the Services is hosted for the Subscriber in its region. The Services are hosted on Amazon's AWS Cloud Infrastructure using Locations based in their North American Data Centres (for Subscribers located outside of Europe/the UK) or European Data Centres (for Subscribers located within Europe/the UK).

"Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

"Data Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller.

"Data Protection Law" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under this Agreement.

"Data Subject" means an identified or identifiable natural person.

"Documentation" means the then current technical and functional documentation, as well as any user instructions, roles and responsibilities descriptions (if applicable), for the Subscription Services and which are made available by AeroCloud to Subscriber from time to time. AeroCloud reserves the right to amend the Documentation at any time during the Term.

"Delivery Location" means the delivery location for the Hardware, as set out in the applicable Commercial Addendum.

"Exclusions" has the meaning given to it in Section 4.4.1.

"Fees" means the fees payable by Subscriber to AeroCloud in consideration for the licenses, services and/or Hardware provided under this Agreement, as set out in the applicable Commercial Addendum.

"Hardware" refers to the hardware agreed to be purchased by Subscriber from AeroCloud, as set out in the applicable Commercial Addendum.

"Incident" means an error, non-conformity, fault, incident or event that causes or may cause an interruption to, or reduction in expected functionality, performance or quality of the Subscription Services.

"Implementation Services" means the software implementation services and/or, pursuant to Section 5.1(d), hardware installation services provided by AeroCloud, as set out in the applicable Commercial Addendum.


"Initial Term" means the third anniversary of the Effective Date.

"Initial Service Term" means the initial period set out in the applicable Commercial Addendum.

"Invoicing Frequency" means the invoicing frequency set out in the applicable Commercial Addendum.

"Master Users" means the key accounts of Subscriber granted access and use of the Services directly by AeroCloud, and who control and grant access and use of the Services to all other Authorized Users of Subscriber, as set out in the applicable Commercial Addendum.

"Payment Terms" means the payment terms set out in the applicable Commercial Addendum.

"Passenger Processing Solutions" means the following AeroCloud Subscription Services: ~~eCBS, AOS, CUPPS~~ eDesktop, ~~FDS~~ and ~~eScan~~. 

"Priority Levels" means the priority levels set out in Section 4.3 and/or such priority levels set out in the applicable Commercial Addendum (if any).

"Permitted Unavailability" means:

- (a) any unavailability (including for maintenance carried out) during AeroCloud's standard maintenance window;
- (b) unscheduled maintenance, provided that, where possible, AeroCloud has exercised reasonable efforts to give Subscriber advance notice;
- (c) any unavailability to the extent that it is caused by any act, omission, breach or default of anyone, other than AeroCloud's personnel or any third party appointed by AeroCloud to provide Services on AeroCloud's behalf under this Agreement;
- (d) any force majeure event under Section 15.5; and/or
- (e) AeroCloud's suspension of Authorized Users' access to the Services in accordance with this Agreement.

"Personal Data" means any information relating to a Data Subject. For the purposes of this Agreement, it includes only personal data entered by Subscriber or its Authorized Users into or derived from their use of the Services. It also includes personal data supplied to or accessed by AeroCloud in order to provide support under this Agreement. Personal Data is a subset of Subscriber Data.

"Renewal Term" has the meaning given to it in Section 9.1.

"Respond" means the acknowledgement by AeroCloud of the incident and "Response" shall be construed accordingly.

"Resultant Data" means data and information related to Subscriber's use of the Services that is used by AeroCloud (and/or any of its affiliates) in an aggregate and anonymized manner, including to improve the Services and to compile statistical and performance information related to the provision and operation of the Services.

"Scope Limitations" means the limitations on Subscriber's use of the Services, as set out in the applicable Commercial Addendum.

"Services" means collectively the:

- (a) Implementation Services;
- (b) Subscription Services;
- (c) Support Services; and
- (d) Additional Services.

"Security Breach" means a confirmed (1) accidental or unlawful destruction, loss, alteration, or disclosure of Subscriber Personal Data, or (2) similar incident involving Personal Data for which a Data Processor is required under applicable law to provide notice to the Data Controller.

"Subscriber Personal Data" means that Personal Data processed by AeroCloud on behalf of Subscriber pursuant to or in connection with instructions.

"Software" means the web-based software applications provided by AeroCloud as part of the Subscription Services.

"Subscription Services" means the subscription services provided or to be provided by AeroCloud to Subscriber under this Agreement, as set out in the applicable Commercial Addendum.

"Subscriber Data" means all information, data, and other content, in any form or medium, that is inputted or otherwise provided, directly or indirectly, by Subscriber or an Authorized User (or a third party acting on Subscriber's or Authorized User's behalf) for the purpose of using the Subscription Services, including all intellectual property rights relating thereto. For the avoidance of doubt, Subscriber Data may include, depending on the Services, third party data relating to customers of third party airlines but does not include Resultant Data or any other information relating to the access and/or use of the Subscription Services by or on behalf of Subscriber or any Authorized User.

"Support Services" means the support services provided or to be provided by AeroCloud, as set out in Section 4.

"Service Term" has the meaning given to it in Section 9.2.

"Service Renewal Term" means the renewal period set out in the applicable Commercial Addendum.

"Term" has the meaning given to it in Section 9.1.

1.2 In this Agreement (unless the context requires otherwise):

- (a) the words "including", "include", "for example", "in particular" and words of similar effect shall be construed so that they do not limit the general effect of the words which precede them, and so that any examples that are given are not to be exclusive or limiting examples of the matters in question;
- (b) references to the singular include the plural and vice versa;
- (c) section headings are all for reference only and shall be ignored in construing this Agreement;
- (d) references to any one gender do not exclude other genders;

(e) general references to a "person" shall be understood to include (as applicable), a natural person, a company, a partnership and an unincorporated association (in each case whether or not having separate legal personality); and

(f) reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under them, in each case as from time to time amended, consolidated or re-enacted.

1.3 If there is any inconsistency or conflict between these terms and conditions and any Commercial Addendum, except as expressly stated, the following descending order of precedence shall apply:

- (a) these terms and conditions; and
- (b) any Commercial Addendum.

2. USE OF THE SUBSCRIPTION SERVICES AND DOCUMENTATION

2.1 Use of the Subscription Services

Subject to the terms and conditions of this Agreement, AeroCloud grants to Subscriber a limited, worldwide, non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the Authorized Users to access and use the Subscription Services and use the Documentation in connection with the Subscription Services (including the right to make a reasonable number of copies of the Documentation, without any modification) during the applicable Service Term, solely in connection with Subscriber's internal business operations.

2.2 Scope Limitations

Subscriber's right to permit Authorized Users to access and use the Subscription Services and Documentation is subject to the Scope Limitations and conditional upon Subscriber's and each Authorized User's compliance with the Scope Limitations.

2.3 Authorized Users

2.3.1. Prior to providing Authorized Users with access to the Subscription Services, Subscriber shall ensure that all Authorized Users are aware of the terms and conditions of this Agreement, including their obligation to comply with any other user instructions applicable to the Subscription Services which are made available by AeroCloud to Subscriber from time to time and shall procure that the Authorized Users comply with the same. Subscriber is responsible for the acts and omissions of the Authorized Users as if such acts and omissions were the acts and omissions of Subscriber.

2.3.2. Master Users shall be responsible for granting access to the Subscription Services to all Authorized Users in accordance with the terms of this Agreement. Master Users shall only provide Authorized Users with access to the Subscription Services via the access method provided by AeroCloud from time to time and shall not provide access or use to any person other than an Authorized User. Subscriber shall provide AeroCloud with prior written notice of any updates to the list of Master Users provided to AeroCloud, including when Master Users cease to be employed or engaged by Subscriber. The minimum number of required Master Users is 1 (one) and the maximum number of Master Users permitted at any one time under this Agreement is five (5) in total.

2.3.3. Subscriber warrants that it shall, and shall ensure that the Authorized Users shall:

- (a) keep confidential and, except as provided for in this Agreement, not share with any third party any password

that is provided or set to facilitate Authorized Users' access to the Subscription Services, and

- (b) use commercially reasonable efforts to avoid introducing or permitting any virus or other malware or device (including any bugs, worms, logic bombs, trojan horses or any other malicious code) that may infect, cause damage to or otherwise adversely affect the operation and/or stability of the Subscription Services or AeroCloud's systems and/or networks or otherwise disrupt the provision of the Subscription Services.

2.4 Use Restrictions

2.4.1. Except to the extent explicitly permitted under this Agreement or by any applicable law (which is incapable of exclusion by agreement between the parties), Subscriber shall not, and shall not permit or authorize any Authorized User or third party to:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any part of the Software and/or Documentation in any form or media or by any means; or
- (b) attempt to reverse engineer, disassemble, de-compile, reverse compile or otherwise attempt to derive, gain access to or reduce to human-readable form all or any part of the Software.

2.4.2. Subscriber shall not and shall not permit or authorize any Authorized User or third party to:

- (a) rent, lease, license, sell, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Subscription Services and/Documentation available to any third party except the Authorized Users, unless approved by AeroCloud in writing;
- (b) use the Subscription Services to provide services to any third parties (e.g., as a service bureau);
- (c) use the Subscription Services for any benchmarking activity or in connection with the development of any competitive product; nor circumvent or disable any security or other technological features or measures of the Subscription Services;
- (d) remove any proprietary notices from the Software, Subscription Services and/or Documentation;
- (e) attempt to obtain or assist any person (other than an Authorized User) in obtaining, access to the Subscription Services; or
- (f) use the Subscription Services and/or Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or that violates any applicable law.

2.5 Compliance with Laws

Subscriber shall access and use the Subscription Services and Documentation in compliance with all applicable laws and regulations.

2.6 Protection against Unauthorized Use

Subscriber shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Subscription Services and Documentation and immediately notify AeroCloud in writing of any unauthorized access or use that comes to Subscriber's

attention. If there is unauthorized access or use by anyone who obtained access to the Subscription Services directly or indirectly through Subscriber or an Authorized User, Subscriber shall take all steps reasonably necessary to terminate the unauthorized use. Subscriber shall cooperate and assist with any actions taken by AeroCloud to prevent or terminate unauthorized access or use of the Subscription Services and/or Documentation.

2.7 Audit

AeroCloud reserves the right to (or appoint a third party acting on AeroCloud's behalf to) audit usage of the Subscription Services by all Authorized Users for the purpose of verifying Subscriber's and each Authorized User's compliance with the terms of this Agreement.

2.8 Without prejudice to AeroCloud's other rights and remedies, if any audit by or on behalf of AeroCloud demonstrates any:

- (a) under-payment of Fees to AeroCloud, Subscriber shall pay to AeroCloud an amount equal to the underpayment by reference to the Fees in the relevant Commercial Addendum within five (5) business days of AeroCloud's request;
- (b) non-compliance (other than under-payment which is dealt with under Section 2.8(a)) by Subscriber with any of its obligations under this Agreement, Subscriber shall promptly remedy the cause of such non-compliance and if Subscriber refuses to remedy or fails to remedy the non-compliance to AeroCloud's reasonable satisfaction, AeroCloud shall be entitled to suspend all or part of the Services until such time that AeroCloud is satisfied the non-compliance is remedied and will not re-occur;
- (c) unauthorized access and/or use of the Subscription Services by Subscriber, an Authorized User or an unauthorized user, AeroCloud reserves the right, without prior notification, to deny Subscriber, any Authorized User and/or unauthorized user access to the Subscription Services by blocking the IP address(es) used to access the Subscription Services.

2.9 Additional Services and Proof of Concept

2.9.1. The parties may agree, from time to time during the Term, to introduce Additional Services into this Agreement by agreeing and signing a Commercial Addendum. Each Commercial Addendum shall become incorporated into this Agreement once it has been signed by each party's authorized representative.

2.9.2. AeroCloud may agree, at any time during the Term, to provide Subscriber and its Authorized Users with access to and use of certain Subscription Services on a proof-of-concept basis. AeroCloud shall make the applicable Subscription Services available to the Authorized Users for a period of sixty (60) days upon receipt of payment of the proof-of-concept fee confirmed by AeroCloud (the "POC Period"). The proof of concept shall remain in place for the POC Period and Subscriber agrees and acknowledges that upon expiry of the POC Period (or earlier if agreed in writing between the parties) the proof of concept shall be replaced by the Commercial Addendum which shall, subject to any extension thereof In accordance with this Agreement, remain in effect for the Initial Service Term unless Subscriber gives AeroCloud at least seven (7) days' written notice prior to the expiry of the POC Period to terminate the proof of concept, in which case the proof of concept shall immediately terminate and the Commercial Addendum shall not come

into effect or be binding on the parties in respect of such Subscription Services. Access and use of the Subscription Services during the POC Period shall be subject to the terms of this Agreement.

2.10 Third Party Providers

- 2.10.1. Subscriber acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk.
- 2.10.2. AeroCloud makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Subscriber, with any such third party. Any contract entered into and any transaction completed via any third-party website is between Subscriber and the relevant third party, and not AeroCloud. AeroCloud recommends that Subscriber refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. AeroCloud does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

3. IMPLEMENTATION SERVICES

3.1 General

- 3.1.1. AeroCloud warrants that the Implementation Services shall be performed in accordance with reasonable skill and care.
- 3.1.2. If the Implementation Services do not comply with Section 3.1.1, AeroCloud shall, at its own expense, exercise reasonable efforts to correct any such non-conformity as soon as reasonably practicable.
- 3.1.3. Subject to Section 13.1(c), the remedies set out in Section 3.1.2 constitute Subscriber's sole and exclusive remedy for any non-conformance with the warranty in Section 3.1.1.

3.2 Delivery

- 3.2.1. AeroCloud shall use commercially reasonable efforts to meet any performance dates set out in the applicable Commercial Addendum for the Implementation Services, but any such dates are approximate only, and the time of performance will not be of the essence.
- 3.2.2. AeroCloud shall not be responsible for any non-compliance of the Implementation Services with the warranty in Section 3.1.1 or any failure to provide the Implementation Services, to the extent any such non-compliance and/or failure is as a result of a failure by Subscriber to provide adequate instructions in relation to the Implementation Services (or subject matter thereof) or a failure by Subscriber to provide all requisite materials, facilities, access and suitable working conditions and/or comply with any Subscriber responsibilities set out in the applicable Commercial Addendum to enable the Implementation Services to be carried out safely and expeditiously ("Subscriber Default"). In the event of a Subscriber Default, without prejudice to any other rights and remedies that AeroCloud may have, the parties shall agree (acting reasonably and in good faith) an extension of time to

perform the Implementation Services and Subscriber shall pay AeroCloud for any additional costs and expenses reasonably incurred by AeroCloud as a result of the Subscriber Default.

4. SUPPORT SERVICES

4.1 Availability

AeroCloud shall use commercially reasonable efforts to make the Subscription Services available not less than 99.9% (or such other percentage set out in the applicable Commercial Addendum) each month, except for periods of Permitted Unavailability and any time the Subscription Services are not available as a result of one or more Exclusions (defined below).

4.2 Incident Support

- 4.2.1. Provided Subscriber is current with its payment of the Fees, AeroCloud shall provide support to Subscriber in relation to Incident response and resolution. Unless otherwise agreed between the parties in the applicable Commercial Addendum, incident support shall only be provided during AeroCloud's standard local EST business hours each business day AeroCloud is open for business.
- 4.2.2. Upon notification of an Incident by Subscriber or an Authorized User, AeroCloud shall:
 - (a) assign a Priority Level;
 - (b) Respond to the incident in accordance with the target response times set out in Section 4.3; and
 - (c) use commercially reasonable efforts to resolve any Incident (or implement a work-around) within the target resolution times set out in Section 4.3, taking into account the nature of the Incident.

4.3 Priority Levels, Target Response and Target Resolution Times

Except to the extent different priority levels, target response times and/or target resolution times are set out in the applicable Commercial Addendum, the priority levels, target response times and target resolution times applicable to all Incidents are as follows:

Priority Level	Target Response Time*	Target Resolution Time*
Priority 1	2 business hours	1 business day
Priority 2	12 business hours	2 business days
Priority 3	1 business day	5 business days
Priority 4	3 business days	10 business days

*target response times shall apply from when the Incident notification is received by AeroCloud and target resolution times shall apply from the point AeroCloud Responds to an Incident.

4.4 Exclusions

- 4.4.1. Support Services shall not be provided by AeroCloud in respect of the following:
 - (a) third party services, infrastructure and/or products not provided by or on behalf of AeroCloud;
 - (b) failure of Subscriber's communications networks and/or facilities;
 - (c) use of the Subscription Services contrary to AeroCloud's instructions;
 - (d) failure of the Subscriber to comply with Section 5.1(d) and/or 5.1(e); and

(e) any changes implemented by Subscriber (or any third party on behalf of the Subscriber) to its environment(s), network, systems and/or infrastructure and such changes were not approved in writing by AeroCloud,

(together "Exclusions").

4.4.2. AeroCloud may agree, in its sole discretion, to provide Subscriber with Incident response and resolution support in relation to any one or more of the Exclusions. If AeroCloud agrees to provide Subscriber with Incident response and resolution support in respect of any one or more Exclusions, Subscriber shall pay all fees incurred by AeroCloud in its performance of such support, such fees to be calculated using AeroCloud's then current rates.

4.4.3. If Support Services are provided in circumstances where a reasonably skilled and competent operator would have judged Subscriber's requirement to have been unnecessary and/or AeroCloud performs the Support Services and AeroCloud subsequently finds that such support was required as a result of one or more of the Exclusions, AeroCloud shall be entitled to charge additional fees calculated using AeroCloud's then current rates.

5. SUBSCRIBER OBLIGATIONS

5.1 Subscriber shall:

- (a) provide AeroCloud with all necessary co-operation and information as may be reasonably requested by AeroCloud in relation to this Agreement and/or its provision of the Services, including providing adequate working space and facilities for use by AeroCloud personnel for the purpose of pre-staging equipment, training Subscriber's staff and performing maintenance obligations (where applicable);
- (b) provide AeroCloud personnel with access to the required Subscriber equipment and all relevant software for the purpose of providing the Services such access to be granted remotely, or where required by AeroCloud, on site connecting via ACS secure VPN;
- (c) carry out all of its obligations set out in this Agreement in a timely and efficient manner;
- (d) except where the applicable Commercial Addendum expressly states that AeroCloud is responsible for installation of the Hardware, be responsible for the installation of the Hardware (and in either case, providing a suitable environment for doing so);
- (e) be responsible for use, maintenance and storage of the Hardware in accordance with the specification and the manufacturer's and AeroCloud's instructions, guidance and/or recommendations (whether given in writing or orally or on, before or after the Commencement Date) provided by the applicable manufacturer and/or AeroCloud from time to time (whether given in writing or orally or on, before or after the delivery of the Hardware), including ensuring the Hardware is, at all times, stored and used by the Subscriber in a temperature and humidity controlled environment in accordance with such specification, instructions, guidance and recommendations. If there is a conflict between the specification, instructions and/or recommendations it is the responsibility of the Subscriber to check which shall take precedence; and

(f) ensure that its network and system used in the receipt of the Services (and Hardware, where applicable) comply with any relevant specifications (including minimum system requirements) provided by AeroCloud from time to time.

5.2 Without prejudice to AeroCloud's other rights and remedies, the non-performance or delay in performance of AeroCloud's obligations under this Agreement shall be excused if and to the extent that such non-performance or delay in performance results from Subscriber's failure to comply with its obligations under this Agreement.

6. HARDWARE

6.1 Specification

6.1.1. AeroCloud may modify the specification of any Hardware to be supplied under this Agreement and/or substitute substantially conforming components provided the modifications and/or substitutions do not adversely affect the performance of the Hardware. AeroCloud will use reasonable endeavours to advise Subscriber of all such modifications or substitutions in advance of delivering the Hardware to Subscriber.

6.1.2. All illustrations or specifications contained in any sales material or publicity material produced by, or on behalf of, AeroCloud are approximate only and are only intended to convey a general idea of the Hardware and any typographical, clerical or other error or omission in any literature/document or information issued by AeroCloud will be correctable without notice or any liability to Subscriber.

6.2 Delivery

6.2.1. Delivery of the Hardware is completed on arrival of the Hardware at the Delivery Location. Any dates quoted (whether in writing or verbally) or set out in the applicable Commercial Addendum are approximate only and the time for delivery is not of the essence.

6.2.2. AeroCloud shall be entitled to make a partial delivery of the Hardware or delivery by instalments.

6.2.3. Subscriber must inspect the Hardware immediately upon their delivery to the Delivery Location to check whether the Hardware has been damaged in transit and the Hardware is as, and in the quantity, specified in the applicable Commercial Addendum. Any discrepancy between the Hardware delivered and those specified in the Commercial Addendum and/or any damage to the Hardware in transit must be notified to AeroCloud in writing within two (2) business days of receipt by Subscriber of the Hardware. No claim for damage in transit, non-compliance with the Commercial Addendum or non-delivery will be considered by AeroCloud unless Subscriber complies with the provisions of this Section and any remedy under this Section shall be limited, at AeroCloud's option, to the replacement or repair of any Hardware.

6.2.4. If AeroCloud is prevented from carrying out delivery of the Hardware on the specified date because of any act or omission of Subscriber, its personnel and/or any third party providing services to Subscriber, AeroCloud may levy additional charges to recover its loss arising from this event.

6.2.5. Subscriber will be deemed to have accepted the Hardware as being in accordance with this Agreement

unless Subscriber notifies AeroCloud in writing of any defect in materials or workmanship or failure to comply with specifications or any other failure of the Hardware which would be apparent on reasonable inspection of the Hardware within five (5) business days from the date of delivery of the Hardware.

- 6.2.6. In the event of a valid claim by Subscriber under Section 6.2.5, AeroCloud will use reasonable endeavours to provide Subscriber with reasonable assistance in making a claim under the warranty (if any) assigned pursuant to Section 6.4.

6.3 Risk and Title

- 6.3.1. Risk in the Hardware shall pass to Subscriber on delivery of the Hardware to the Delivery Location.

- 6.3.2. Title to the Hardware shall not pass to Subscriber until the Fees for the Hardware have been paid in full to AeroCloud by Subscriber.

- 6.3.3. Until title to the Hardware has passed to Subscriber, Subscriber shall:

- (a) store the Hardware in accordance with this Agreement and separately from all other hardware held by Subscriber so that they remain readily identifiable as AeroCloud's property;
- (b) maintain the Hardware in satisfactory condition and keep them insured against all risks for their full price on AeroCloud's behalf from the date of delivery;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Hardware; and
- (d) hold the Equipment on a fiduciary basis as AeroCloud's bailee.

- 6.3.4. Without prejudice to Section 6.3.3, as collateral security for all of the Subscriber's payment obligations under this Agreement in respect of the Hardware, Subscriber hereby grants AeroCloud a first priority security interest in all Hardware purchased or to be purchased hereunder to the maximum extent permitted by law. Subscriber shall, at AeroCloud's reasonable expense, take all commercially reasonable action required by AeroCloud to further evidence and/or perfect such security interest, including without limitation executing and delivering a separate security agreement and UCC-1 financing statement.

6.4 Warranty

- 6.4.1. AeroCloud, to the extent that it is permitted to do so, hereby assigns the benefit of any warranty covering any defects in Hardware received by AeroCloud under an agreement with the manufacturer or supplier of the relevant Hardware. The warranty (if any) will be limited to that warranty provided by the manufacturer or supplier (as the case may be) as standard with the delivery of the Hardware and any validation procedures relating to that warranty shall be the responsibility of the Subscriber. Subscriber acknowledges and agrees that any failure by the Subscriber to comply with its obligations under this agreement relating to the use, storage and maintenance of the Hardware may invalidate the manufactures warranty.

- 6.4.2. The standard warranty of the manufacturer or supplier referred to in Section 6.4.1 is in lieu of all other terms or conditions whether express or implied concerning the

quality or fitness for purpose of Hardware and all such other terms and conditions are hereby excluded.

6.5 Export Control

Subscriber acknowledges that certain Hardware may be subject to export controls and undertakes to apply for and obtain any necessary licenses or other consents that may be necessary to export or take any product (or any part thereof) out of the jurisdiction of delivery of the Hardware. Without prejudice to the foregoing, Subscriber shall be responsible for complying with any legislation governing:

- (a) the importation of the Hardware into the country of destination; and
- (b) the export and re-export of the Hardware;

and shall be responsible for the payment of any duties on it.

7. INTELLECTUAL PROPERTY AND DATA RIGHTS

7.1 AeroCloud Intellectual Property

All right, title and interest in and to the Services and the Documentation, including all intellectual property rights therein, are and shall remain with AeroCloud and, with respect to any third-party materials, the applicable third-party providers own all right, title and interest, including all intellectual property rights, in and to the third-party materials. Subscriber acknowledges that all intellectual property rights embodied in or practiced by the Hardware are and shall remain the sole property, as applicable, of AeroCloud or its suppliers, licensors or third party manufacturers. Subscriber acquires no other right, license or authorization with respect to any of the Services and the Documentation except as expressly set forth in Section 2.1 or any applicable third-party license. All other rights in and to the Services and Documentation are expressly reserved by AeroCloud. In furtherance of the foregoing, Subscriber hereby unconditionally and irrevocably assigns to AeroCloud all its right, title and interest in and to the Resultant Data, including all intellectual property rights relating thereto.

7.2 Subscriber Data

- 7.2.1 As between Subscriber and AeroCloud, Subscriber is and shall remain the sole and exclusive owner of all right, title and interest in and to the Subscriber Data, subject to the rights and permissions granted in Section 7.2.2 below.

- 7.2.2 Subscriber hereby grants to AeroCloud (its affiliates and any third party appointed by AeroCloud to provide any of the Services under this Agreement) a royalty-free, worldwide, non-exclusive, sublicensable license to use any and all Subscriber Data in connection with AeroCloud's performance of its obligations under this Agreement and/or provision of the Services.

- 7.2.3 Subscriber acknowledges that:

- (a) AeroCloud has no control over any Subscriber Data hosted as part of the provision of the Services and does not purport to monitor the content of the Subscriber Data; and
- (b) It has sole responsibility for and to ensure the legality, reliability, integrity, accuracy and quality of the Subscriber Data.

- 7.2.4 Subscriber shall ensure that the Subscriber Data (including the provision thereof to AeroCloud) does not breach any applicable law, infringe any third-party intellectual property rights, or include any material which is obscene, indecent, pornographic, offensive, defamatory,

threatening, liable to incite racial hatred or menacing. Without prejudice to AeroCloud's other rights and remedies, if AeroCloud becomes aware of any allegation (or reasonably believes) that any Subscriber Data violates (or may violate) the foregoing, AeroCloud shall inform Subscriber and shall have the right to remove the offending Subscriber Data from the Subscription Services and suspend the Subscription Services until AeroCloud is satisfied that the violation will not re-occur, without notice to or approval from Subscriber.

7.3 Feedback

If Subscriber provides any feedback to AeroCloud concerning the Software, Services and/or the Documentation (including identifying potential errors and improvements), Subscriber hereby assigns to AeroCloud all its right, title and interest in and to the feedback, and AeroCloud shall be free to use, license and commercialize the feedback without payment to Subscriber or restriction.

7.4 Publicity

7.4.1 Each party agrees that it will not make or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), except as required by applicable law or as set out in Section 7.4.2 below.

7.4.2 Subscriber acknowledges and agrees that AeroCloud may from time to time include reference to this Agreement, the Services and/or the fact that Subscriber is a customer (including the use of Subscriber's logo) in publicity and/or marketing materials to be issued by AeroCloud to third parties or generally included on AeroCloud's website or in case studies. Where reasonably requested by AeroCloud, Subscriber will, acting reasonably and in good faith, act as a referee for AeroCloud with other potential customers for Services and/or other items which are the same as or similar to the Services.

8. FEES AND PAYMENT

8.1 Fees

Subscriber shall pay the Fees and any other amounts owing under this Agreement, in accordance with this Section 8. All Fees and other amounts payable by Subscriber are exclusive of taxes, and Subscriber shall be responsible for payment of all such taxes, excluding only taxes based solely on AeroCloud's income. Unless otherwise agreed in writing by AeroCloud, all prices for the Hardware are exclusive of AeroCloud's charges for delivery or handling which will be added to AeroCloud's invoice for the Hardware.

8.2 Invoicing and Payment Terms

8.2.1 AeroCloud shall invoice Subscriber in accordance with the applicable Invoicing Frequency. Subscriber shall pay all Fees to AeroCloud in accordance with the applicable Payment Terms and if no Payment Terms are expressed, within thirty (30) days of receipt of the relevant invoice.

8.2.2 The Fees (if paid upfront) payable by Subscriber to AeroCloud are non-cancellable and non-refundable, except as expressly set out in this Agreement.

8.3 Non-Payment

Without prejudice to AeroCloud's other rights and remedies, if AeroCloud has not received payment of Fees (or any other sums) by the due date, AeroCloud may, at its option:

- (a) charge interest on the late payment at a rate of four per cent (4%) per annum, or the maximum legal rate, if less;
- (b) suspend Subscriber's and each Authorized User's access and use of the Subscription Services and Documentation and suspend AeroCloud's performance of all or part of the Services, without liability, while the Fees remain unpaid; and/or
- (c) suspend performance of all or part of the Services without liability, while the Fees remain unpaid.

8.4 Currency

All amounts payable under this Agreement are denominated and shall be payable by Subscriber in the currency set out in the applicable Commercial Addendum.

8.5 Taxes

Other than net income taxes imposed on AeroCloud, Subscriber shall bear all taxes (including value added tax), duties and other governmental charges (collectively, "Taxes") resulting from this Agreement. Subscriber shall pay any additional Taxes as are necessary to ensure that the net amounts received by AeroCloud after all such Taxes are paid are equal to the amounts that AeroCloud would have been entitled to in accordance with this Agreement as if the Taxes did not exist.

8.6 Set-off

Amounts due from Subscriber under or in connection with this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than by any deduction or withholding of tax as may be required by applicable law).

9. TERM AND TERMINATION

9.1 Agreement Term and Renewal

This Agreement (but excluding any Commercial Addendum) shall commence upon the Effective Date and continue for the Initial Term unless this Agreement is terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew for two (2) additional successive one-year terms (each a "Renewal Term", and collectively with the Initial Term, the "Term") unless at least sixty (60) days before the end of the Initial Term or any Renewal Term, either party provides written notice to the other party that it wishes to terminate this Agreement, in which case this Agreement shall terminate upon the expiry of the Initial Term or applicable Renewal Term.

9.2 Commercial Addendum Term and Renewal

Each Commercial Addendum shall commence upon the Commencement Date and continue for the Initial Service Term unless the applicable Commercial Addendum is terminated earlier in accordance with the terms of this Agreement. Each Commercial Addendum shall automatically renew for the Service Renewal Term, and collectively with the Initial Service Term and Service Renewal Term, the "Service Term") unless at least sixty (60) days before the end of the Initial Service Term or any Service Renewal Term, either party provides written notice to the other party that it wishes to terminate the applicable Commercial Addendum, in which case the applicable Commercial Addendum shall terminate upon the expiry of the Initial Service Term or applicable Service Renewal Term.

9.3 Fee Increases

AeroCloud shall be entitled to increase any of the Fees payable by Subscriber at the start of each Service Renewal Term upon

at least ninety (90) days' prior notice to Subscriber and the relevant Commercial Addendum shall be deemed to have been amended accordingly.

9.4 Termination for Material Breach

Either party may terminate this Agreement and/or any Commercial Addendum immediately at any time by written notice to the other party, if the other party commits any material breach of its obligations under this Agreement and/or the relevant Commercial Addendum which is not capable of remedy, or if it is capable of remedy, fails to remedy the material breach in all material respects within thirty (30) days of receiving written notice of the material breach from the non-breaching party.

9.5 Termination by AeroCloud

9.5.1 AeroCloud may terminate this Agreement and/or any Commercial Addendum immediately at any time by written notice to Subscriber:

- (a) If Subscriber fails to pay any Fees by the due date;
- (b) there is any unauthorized use, or any unauthorized attempt to use, AeroCloud's intellectual property by Subscriber; or
- (c) if Subscriber is in violation of applicable law or regulation.

9.6 Consequence of Termination

9.6.1 Upon termination of this Agreement and/or any Commercial Addendum for any reason:

- (a) all licenses granted by AeroCloud under this Agreement shall immediately terminate and Subscriber shall immediately cease all use of the Software, Services and Documentation;
- (b) each party shall return to the other party and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other; and
- (c) Subscriber shall pay to AeroCloud any fees or other amounts that have accrued prior to the date of the termination.

9.6.2 The termination of this Agreement and/or Commercial Addendum for any reason:

- (a) shall not affect any provision of this Agreement which is intended (expressly or by implication) to survive, or to come into effect in the event of, termination of this Agreement; and
- (b) shall not prejudice or affect the rights or remedies of either party which have accrued up to and including the date of termination.

9.6.3 Termination of this Agreement shall not terminate any Commercial Addendum(s) then in effect, which shall continue to be governed by the terms of this Agreement and termination of a Commercial Addendum shall be without prejudice to the remainder of any other Commercial Addendum(s). Where only one or more Commercial Addendum(s) (and not all Commercial Addendums) have been terminated, the obligations under Section 9.6.1 shall apply only in respect of the terminated Commercial Addendum(s).

10. WARRANTIES AND DISCLAIMER

10.1 Mutual Warranties

10.1.1 Each party represents and warrants to the other that:

- (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms;
- (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement;
- (c) it shall obtain and maintain all necessary licenses, consents, and permissions necessary for the performance (or in the case of the Subscriber, receipt and use) of the Services; and
- (d) it complies and shall comply with applicable laws relating to the provision (or receipt and use, in the case of Subscriber) of the Services and Documentation and performance of its obligations under this Agreement.

10.2 AeroCloud Subscription Services Warranty

10.2.1 AeroCloud warrants the Subscription Services shall be performed in a professional manner consistent with good industry practice and that the Subscription Services shall substantially perform in accordance with the Documentation. Notwithstanding the foregoing, the above warranty shall not apply where the Services are provided to Subscriber during any POC Period.

10.2.2 The warranty in Section 10.2.1. shall not apply to the extent of any non-conformance which is caused by the use of the Subscription Services contrary to AeroCloud's instructions, or modification of the Subscription Services by any party other than AeroCloud or AeroCloud's duly authorized contractors or agents. If the Subscription Services do not conform with the warranty in Section 10.2.1, AeroCloud shall, at its own expense, exercise reasonable efforts to correct any such non-conformity as soon as reasonably practicable.

10.2.3 Subject to Section 13.1(c), the remedies set out in Section 10.2.2 constitute Subscriber's sole and exclusive remedy for any non-conformance with the warranty in Section 10.2.1.

10.3 Disclaimers

AeroCloud:

- (a) does not warrant that Subscriber's (or Authorized User's) use of the Services shall be uninterrupted or error-free or that the Services or the information obtained by Subscriber or an Authorized User through the Services shall meet its requirements.
- (b) is not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Subscriber acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- (c) *Except as expressly warranted in this Agreement and to the maximum extent permitted by applicable law, the Subscription Services, the Software, Documentation and other Services are provided "as is," and AeroCloud makes no (and hereby disclaims all) other warranties, representations, or conditions, whether written, oral, express, implied or statutory, including, without limitation, any implied warranties of satisfactory*

quality, course of dealing, trade usage or practice, merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment, system integration and/or data accuracy.

11. INTELLECTUAL PROPERTY INFRINGEMENT

11.1 AeroCloud Indemnification of Infringement Claims

11.1.1 AeroCloud shall, at its expense, defend Subscriber against any third-party claims that the Subscriber's use of the Software, the Subscription Services and/or the Documentation (save in relation to Section 12.1.1) infringes or misappropriates any UK or US patent, copyright, or trade secret right provided that:

- (a) Subscriber gives AeroCloud prompt written notice of any such claim;
- (b) Subscriber grants AeroCloud full, complete and sole control to defend and settlement any such claim;
- (c) upon AeroCloud's reasonable request, Subscriber provides assistance, at AeroCloud's expense, in connection with the defence and settlement of such claim; and
- (d) Subscriber complies with any settlement or court order made in connection with any such claim (e.g., relating to the future use of any infringing Subscription Services).

11.1.2 In the defense or settlement of any claim, AeroCloud may procure the right for Subscriber to continue using, replace or modify the Software, Subscription Services and/or Documentation (as the context requires) so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on prior written notice to Subscriber without any additional liability or obligation to pay damages or other additional costs to Subscriber.

11.2 Exclusions from Obligations

11.2.1 AeroCloud shall have no obligation under this Section 11 for any infringement or misappropriation to the extent that the infringement or misappropriation arises out of or is based upon:

- (a) use of the Subscription Services, Software or Documentation in combination with other products or services not provided by AeroCloud;
- (b) designs, requirements or specifications required by or provided by Subscriber;
- (c) use of the Services by Subscriber (or an Authorized User) for a purpose (or purposes) not intended or outside the scope of the license granted to Subscriber;
- (d) Subscriber's (or an Authorized User's) failure to use the Subscription Services and/or Documentation in accordance with this Agreement and any instructions provided by AeroCloud; and/or
- (e) any modification of the Software, Subscription Services and/or Documentation not made or authorized in writing by AeroCloud.

11.3 Limited Remedy

Subject to Section 13.1(c), this Section 11 states AeroCloud's sole and exclusive liability, and Subscriber's sole and exclusive remedy, for the actual or alleged infringement or

misappropriation of any intellectual property right or right of confidentiality.

12. SUBSCRIBER INDEMNIFICATION

12.1 Subscriber Indemnification of Infringement Claims

12.1.1 Subscriber shall, at its expense, defend AeroCloud (and its affiliates) against any third party claims arising out of or in connection with Subscriber's (or an Authorized User's) use of the Software, Services, Documentation to the extent that the third party claim arises out of or is based upon any of the circumstances set out in Section 11.2.1(a) to Section 11.2.1(e) (inclusive) and/or any breach of its obligations set out in this Agreement and/or the use, receipt, provision, processing and/or making available the Subscriber Data and shall indemnify AeroCloud (and its affiliates) from and against any and all claims, actions, proceedings, losses, damages, expenses, liabilities and/or costs (including without limitation court costs and reasonable legal fees) in judgement or settlement of such claims.

12.1.2 In respect of any third-party claim under Section 12.1.1, AeroCloud shall:

- (a) give Subscriber prompt written notice of any such claim;
- (b) grant Subscriber full and complete control over the defense and settlement of any such claim;
- (c) upon Subscriber's reasonable request, provide assistance, at Subscriber's expense, in connection with the defense and settlement of any such claim;
- (d) comply with any settlement or court order made in connection with any such claim; and
- (e) not defend or settle any such claim without Subscriber's prior written consent (such consent not to be unreasonably withheld or delayed),

provided that AeroCloud shall have the right to participate in the defense of any such claim at its own expense and with counsel of its own choosing.

12.1.3 Subscriber shall have no obligation under this Section 12 for any third party claim that is solely based upon AeroCloud's use of the Subscriber Data in breach of its obligations set out in this Agreement.

13. LIMITATIONS OF LIABILITY

13.1 Nothing in this Agreement purports to exclude or limit:

- (a) either party's liability for death or physical injury as a result of its negligence;
- (b) either party's liability for willful misconduct, fraud or fraudulent misrepresentation;
- (c) either party's liability for any liability that cannot be excluded by applicable law;
- (d) either party's liability for breach of Section 14 by that party;
- (e) Subscriber's obligation to pay the Fees due and payable under this Agreement;
- (f) liability in respect of any indemnification obligations under Section 11 and Section 12; or
- (g) Subscriber's (or any Authorized User's) breach of any of its obligations under Section 2.

13.2 Subject to Sections 13.1, 13.3, 13.4 and 13.5, neither party shall be liable under this Agreement in contract or tort (including negligence and breach of statutory duty) for any:

- (a) Indirect, exemplary, incidental, special, punitive, reliance or consequential damages;
- (b) loss of data (other than the costs of reconstituting data to the last available back-up);
- (c) loss of goodwill; and/or
- (d) loss of profit, business or revenue,

(in the case of Sections 13.2(b), 13.2(c) and 13.2(d) whether direct or indirect) arising under or in connection with this Agreement.

13.3 Subject to Sections 13.1, 13.2, 13.4 and 13.5, each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising under or in connection with this Agreement shall not exceed one hundred percent (100%) of the total Fees paid by Subscriber to AeroCloud during the twelve (12) months immediately preceding the date on which the claim arose.

13.4 Subject to Sections 13.1, 13.2, 13.3 and 13.5, AeroCloud's total aggregate liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising under or in connection with this Agreement during any POC Period shall not exceed one hundred percent (100%) of the total fees paid by Subscriber to AeroCloud for any such proof of concept.

13.5 Except as expressly provided in this Agreement:

- (a) Subscriber assumes sole responsibility for results obtained from the use of the Services, the Software and the Documentation, and for conclusions drawn from such use. AeroCloud shall have no liability for any damage caused by errors or omissions in any information, instructions, or data provided to AeroCloud by or on behalf of Subscriber or an Authorized User in connection with the Services, or any actions taken by AeroCloud at Subscriber's direction.

14. CONFIDENTIALITY

14.1 Each party shall maintain as confidential and shall not disclose, copy or use any of the other party's confidential information, including the terms and conditions of this Agreement, that it may access or receive in connection with this Agreement except as needed in connection with the performance of its obligations or exercise of its rights under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

14.2 A party may disclose the other party's confidential information only to those employees, contractors, subcontractors, service providers and professional advisors of such party who need to know such information and shall not disclose any of the other party's confidential information

to any third party unless such third party is bound by written confidentiality and limited use obligations at least as stringent as those contained herein.

14.3 A party may disclose confidential information to the extent such confidential information is required to be disclosed by applicable law provided that, to the extent the relevant party is legally permitted to do so, the disclosing party gives the other as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Section 14.3, takes into account the reasonable requests of the other in relation to the content of such disclosure.

14.4 Each party shall protect the other party's confidential information with the same degree of care (but no less than a reasonable degree of care) that such party uses to protect its own confidential information.

14.5 The confidentiality obligations shall survive the termination or expiration of this Agreement.

15. GENERAL

15.1 Data Processing

15.3.1 Subscriber shall be the Data Controller, and AeroCloud shall be the Data Processor, of the Subscriber Personal Data processed by AeroCloud in connection with the Services. Subscriber is solely responsible for ensuring that it complies with applicable Data Protection Law in processing and transferring Subscriber Personal Data to AeroCloud.

15.3.2 Subscriber, as Data Controller, determines the purposes of collecting and processing Subscriber Personal Data in the Services. Annex 2 specifies the categories of Data Subjects and the types of the Subscriber Personal Data to be processed by AeroCloud. Annex 2 states the technical and organisational security measures AeroCloud applies to the Services, unless this Agreement states otherwise.

15.3.3 AeroCloud will follow documented instructions received from Subscriber with respect to Subscriber Personal Data, unless they are (i) legally prohibited or (ii) require material changes to the Services. AeroCloud may correct or remove any Subscriber Personal Data in accordance with the Subscriber's instruction. If AeroCloud cannot comply with an instruction or considers that complying with an instruction will breach Data Protection Law, it will promptly notify Subscriber (email permitted).

15.3.4 To process Subscriber Personal Data, AeroCloud will only use personnel who are bound to observe data and telecommunications secrecy under the Data Protection Law.

15.3.5 AeroCloud will use the appropriate technical and organizational measures stated in Annex 2. Annex 2 applies to the production system of the Services. Subscriber should not store any Subscriber Personal Data in non-production environments.

15.3.6 AeroCloud provides the Services to AeroCloud's entire customer base hosted out of the same data center and receiving the same Services. Subscriber agrees AeroCloud may improve the measures taken in Annex 2 in protecting Subscriber Personal Data so long as it does not diminish the level of data protection.

15.3.7 AeroCloud will promptly inform Subscriber if it becomes aware of any Security Breach.

15.3.8 At Subscriber's request, AeroCloud will reasonably support Subscriber in dealing with requests from Data Subjects or

regulatory authorities regarding AeroCloud's processing of Subscriber Personal Data and, taking into account the nature of the Services, provide reasonable assistance to the Subscriber, insofar as this is possible and at the Subscriber's cost, for the fulfilment of the Subscriber's obligations under Data Protection Law in respect of data security; data breach notification; data protection impact assessments; and prior consultation with regulatory authorities.

- 15.3.9 AeroCloud is authorised by the Subscriber to engage those subcontractors listed in Annex 2 to process the Subscriber Personal Data on its behalf ("Subprocessors"). AeroCloud shall ensure all Subprocessors are subject to contractual obligations which are the same as or equivalent to those imposed on AeroCloud under Sections 15.3.1 to 15.3.11. AeroCloud shall inform Subscriber of any intended changes concerning the addition or replacement of any Subprocessor within a reasonable time prior to implementation of such change. In the event of Subscriber objecting to such change, AeroCloud shall make reasonable efforts to address Subscriber's concerns (including making all reasonable efforts to find an alternative Subprocessor).
- 15.3.10 Upon termination or expiry of this Agreement, at Subscriber's option AeroCloud shall promptly return or permanently and securely delete the Subscriber Personal Data, and delete any existing copies in its possession (including backups) unless required to retain such Subscriber Personal Data under applicable law.
- 15.3.11 Subscriber or its independent third party auditor may audit AeroCloud's security practices relevant to Subscriber Personal Data processed by AeroCloud only if:
- (a) AeroCloud has not provided sufficient evidence of its compliance with (1) the technical and organizational measures that protect the production systems of the Services and/or (2) AeroCloud' obligations under Data Protection Law in relation to the Subscriber Personal Data, through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate). Upon Subscriber's request ISO certifications are available through AeroCloud;
 - (b) a Security Breach has occurred;
 - (c) Subscriber has reasonable grounds to suspect that AeroCloud is not in compliance with its obligations under Sections 15.3.1 to 15.3.11;
 - (d) an audit is formally requested by Subscriber's data protection authority; or
 - (e) mandatory Data Protection Law provides Subscriber with a direct audit right.
- 15.3.12 The Subscriber audit carried out in accordance with Section 15.3.11 will be limited to once in any twelve (12) month period, and limited in time to a maximum of three (3) business days and scope as reasonably agreed in advance between the parties. Reasonable advance notice of at least sixty (60) days is required, unless Data Protection Law requires earlier audit. AeroCloud and Subscriber will use current certifications or other audit reports to minimize repetitive audits.
- 15.3.13 Subscriber and AeroCloud will each bear their own expenses of audit, unless the Subscriber is auditing under Section 15.3.11(c) (unless such audit reveals a breach by AeroCloud in which case AeroCloud shall bear its own expenses of audit), 15.3.11(d) or 15.3.11(e). In those cases, Subscriber will bear its own expense and the cost of

AeroCloud's internal resources required to conduct the audit. If an audit determines that AeroCloud has breached its obligations under this Agreement, AeroCloud will promptly remedy the breach at its own cost.

15.2 Relationship

Nothing in this Agreement is intended to create a partnership, joint venture or legal relationship of any kind between the parties that would impose liability on one party for the act or failure to act of the other party, or to provide either party with the right, power, or authority (express or implied) to create any duty or obligation of or other bind the other party.

15.3 Assignment and other dealings

15.3.14 Subject to Section 15.3.15 and Section 15.3.16, neither party may assign, novate, transfer, charge, sub-contract or otherwise dispose of or create any trust in relation to any or all of its rights and/or obligations under this Agreement, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

15.3.15 Notwithstanding Section 15.3.14, AeroCloud shall have the right to assign, novate or otherwise dispose of any of its rights and/or obligations under this Agreement without Subscriber's consent:

- (a) to an affiliate; or
- (b) in connection with any acquisition, merger, consolidation, sale of all or substantially all of AeroCloud's assets, or change in its control or any assignment by operation of law.

15.3.16 Notwithstanding Section 15.3.14, AeroCloud shall have the right to sub-contract the performance of any of the Services and any of its obligations under this Agreement to third parties without Subscriber's consent. AeroCloud shall remain liable under this Agreement for all acts and omissions of such sub-contractors as if such acts and omissions were its own.

15.4 Notices

Any notice required or permitted to be given in accordance with this Agreement shall be effective if it is in writing and sent by prepaid first-class post or recorded delivery post or by prepaid mail courier, to the appropriate party at the address set forth on the signature page to this Agreement. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 15.4. Notices are deemed to have been received (2) two business days following the date of mailing.

15.5 Force Majeure

Except with respect to Subscriber's payment obligations, neither party shall be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform any of its obligations as required by this Agreement, as a result of any event beyond its reasonable control, so long as that party uses commercially reasonable efforts to mitigate the impact of the non-performance, and provides prompt written notice to the other party upon becoming aware of such event. Such written notice shall contain details of the event and its anticipated duration.

15.6 Dispute Resolution

In the event of any dispute arising under or relating to this Agreement, the parties shall attempt to resolve such dispute informally in good faith and without recourse to legal proceedings. Where either party considers that a dispute

cannot be resolved informally in accordance with this Section 14.6 within acceptable timescales, the dissatisfied party may escalate the dispute to the other party's designated representative from time to time. Nothing in this Section 15.6 shall prevent either party from seeking injunctive or interim relief or raising court proceedings.

15.7 Waiver and Cumulative Remedies

15.7.1 The waiver by either party of any right or remedy under this Agreement does not waive any other right or remedy. The failure or delay in exercising any right or remedy shall not waive that or any other right or remedy. A waiver of any right or remedy under this Agreement is only effective if it is in writing.

15.7.2 The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude any rights or remedies provided by law (including equitable remedies) or otherwise.

15.8 Severability

If any provision of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement shall remain in full force and effect with whatever modification is necessary to give effect to the commercial intentions of the parties. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable or invalid, Subscriber's right to access and use the Services shall immediately terminate.

15.9 Counterparts

This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts shall be construed as and constitute the same agreement. This Agreement may also be executed and delivered by electronic means and such execution and delivery (but for the avoidance of doubt, not just delivery of the execution page) shall have the same force and effect of an original document with original signatures.

15.10 Entire Agreement

15.10.1 This Agreement, including all exhibits and annexes and Commercial Addendums constitutes the entire agreement between the parties relating to the subject matter contemplated by this Agreement and supersedes and extinguishes any previous agreement, warranty, statement, representation, understanding or undertaking (whether written or oral) given or made before the date of this Agreement by or on behalf of the parties and relating to its subject matter.

15.10.2 No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement.

15.10.3 Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

15.11 Amendments

Any amendment or modification to this Agreement shall be in writing and signed by or on behalf of both parties to this Agreement.

15.12 Third Party Rights

This Agreement is made for the benefit of the parties to it and is not intended to benefit or be enforceable by any other person.

15.13 Governing Law and Jurisdiction

This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Florida.

The parties irrevocably agree that the state and federal courts located in Florida have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

SIGNATURE PAGE





Signature:	
AeroCloud Systems Inc	Subscriber Panama City Bay County Airport and Industrial Distrct d.b.a. Northwest Florida Beaches International Airport
Name: George Richardson	Name: Parker McClellan
Title: CEO	Title: Executive Director
Signature: 	Signature:
Date: 28 th June 2024	Date:
Address: 1990 Main Street, Suite 801, Sarasota, FL 34236	Address: 6300 West Bay Parkway, Box A Panama City, Florida 32409



EXHIBIT - COMMERCIAL ADDENDUM

Service Term				
Commencement Date	28th June 2024			
Initial Service Term	5 years from and including the Commencement Date			
Service Renewal Term	2 Years			
Services:				
Implementation Services				
Install and Implement CUPPS at ECP. Shipping and implementation of all hardware.				
Subscription Services				
8	CUPPS Positions			
4	Airlines Including DL, AA, WN, 3M			
Support Services				
Annex 1 applies to this Commercial Addendum and replaces the priority levels, target response and target resolution times set out in Section 4.3 in respect of the Passenger Processing Solutions only. For the avoidance of doubt, the remainder of Section 4 shall apply in entirety to the Passenger Processing Solutions.				
Hardware				
Description and quantity:				
Item Qty Per Item Total				
Mobile carts	4			
PC	8			
Windows Client Access License	8			
Boarding Pass / Receipt Printer	8			
Bag Tag Printer	8			
Bag Tag Printer Roll Holder	8			
Swipe device	8			
Barcode Scanner	8			
AEA Soft BGR (firmware)	8			
Document Printer	8			
Monitors	8			
MikroTik Router	2			
Delivery location: Northwest Florida Beaches International Airport, 6300 W Bay Pkwy, Panama City, FL 32409				
Scope Limitations:				
Master Users:				
Richard McConnell - rmcconnell@pcairport.com				
Fees, currency, invoicing and payment terms:				
Service	Fees	Currency	Invoicing Frequency	Payment Terms
Implementation Services	10,000	\$	Upon contract Signature	Upon contract signature
Subscription Services Year 1	18,315.73	\$	Upon contract signature	30 Days

CONTRACT NO.2024-16

Subscription Services Year 2	18,315.73	\$	Anniversary 1 year after contract signature	30 Days
Subscription Services Year 3	18,315.73	\$	Anniversary of Year 2	30 Days
Subscription Services Year 4	19,048.35	\$	Anniversary of Year 3	30 Days
Subscription Services Year 5	19,048.35	\$	Anniversary of year 4	30 Days
Hardware	Fees	Currency	Invoicing Frequency	Payment Terms
Item's as shown above – Total Hardware Including Shipping	69,840.31	\$	Upon contract Signature	Upon contract Signature
Signature:				
AeroCloud		Subscriber		
Name: George Richardson		Name: PARKER MCCLELLAN		
Title: CEO		Title: EXECUTIVE DIRECTOR		
Signature: 		Signature: 		
Date: 28 th June 2024	 <p>Reg FL Office 1900 Main Street Suite 801 Sarasota, Florida 34263, USA</p>		Date: 8/8/24	

ANNEX 1 – PASSENGER PROCESSING SOLUTION SUPPORT SERVICE LEVELS

1. Purpose of this Annex 1

The purpose of this Annex 1 is to set out the service levels for the supply of the Incident support services by AeroCloud to the Subscriber in respect of the Passenger Processing Solutions only. For the avoidance of doubt, the support service levels set out in Section 4.4 shall apply to all Subscription Services (except for the Passenger Processing Solutions) provided by AeroCloud to the Subscriber.

2. Support Hours

Unless otherwise agreed by AeroCloud in writing, the support services set out in paragraphs 3 and 4 of this Annex 1 will be provided between 08.00 - 18.00 (UK Time) during AeroCloud’s normal business days, except for critical and severe Incidents which shall be provided 24/7 by AeroCloud.

Subscriber must notify AeroCloud of all critical Incidents by phone to ensure the Incident is handled promptly.

3. Priority Levels and Target Response Times

The priority levels and target response times which apply to all Incidents relating to Passenger Processing Solutions only are as follows:

Reporting Method	Priority Level	Target Response Time*
Telephone		
	Priority 1 (Critical)	15 minutes
	Priority 2 (Severe)	15 minutes
	Priority 3 (Medium)	4 working hours
	Priority 4 (Minor)	8 working hours
Email		
	Priority 1 (Critical)	4 hours
	Priority 2 (Severe)	4 hours
	Priority 3 (Medium)	4 working hours
	Priority 4 (Minor)	8 working hours

*target response times shall apply from when the Incident notification is received by AeroCloud. Where AeroCloud sends a Response by email, such Response shall be deemed to have been received by the Subscriber if AeroCloud has not received an error message.

AeroCloud shall only be required to Respond to the applicable Incident using one of the reporting methods above and the reporting method shall be chosen by AeroCloud (at its discretion).

4. Priority Levels and Target Resolution Times

The priority levels and target resolution times which apply to all Incidents relating to Passenger Processing Solutions only are as follows:

Priority Level	Target Resolution Time*	Update Frequency
Priority 1 (Critical)	2 hours	30 minutes
Priority 2 (Severe)	4 hours	60 minutes
Priority 3 (Medium)	2 working days	Daily during working days
Priority 4 (Minor)	1 month	Weekly
Requests	Advised on request received	Advised on request received

*target resolution times shall apply from the point AeroCloud Responds to an Incident.

AeroCloud shall provide the Subscriber with regular updates on the Resolution status of the applicable Incident in accordance with the update frequency timescales set out in the above table.

5. Priority Levels

For the purpose of paragraphs 3 and 4 of this Annex 1, the priority levels shall be defined as follows:

Priority Level	Priority Level Description
Priority 1 (Critical)	An Incident which would make the applicable Passenger Processing Solution inoperable or unworkable. Critical Business Impact: Total system failure and interruption of business- critical applications affecting all customers or gateways to partner networks. Alternative or bypass is unavailable. Impact is to all customers.

CONTRACT NO.2024-16

Priority 2 (Severe)	An Incident which would make the applicable Passenger Processing Solution operationally inconvenient in use. Severe Business Impact: Complete or partial service interruption of business-critical applications affecting multiple customers or gateway to partner networks. Acceptable bypass is available. Impact is to more than 50% of customers or devices.
Priority 3 (Medium)	An Incident which is inconvenient but does not reduce the system's operational capacity. Medium Business Impact: Partial service interruption of business-critical applications affecting a single customer or gateway to partner networks. Operational impact is minimal with no immediate impact on service delivery. Workaround is available. Impact is to less than 50% of customers or devices.
Priority 4 (Minor)	An Incident of a minor nature. Minimal Business Impact: Component, procedure, or personal application not critical to a customer is unusable. Alternative is available; deferred maintenance is acceptable (problems reported to suppliers). Impact is to individual customer and service delivery minimal; possible minor inconvenience.
Requests	Non-operational requests such as requests for information, additional users etc. No Business Impact: Non-service affecting faults. Alternative or bypass is not applicable. Impact to customer is non-existent.

ANNEX 2 – DATA PROCESSING PARTICULARS

This Annex 2 includes certain details of the processing of Subscriber Personal Data as required by Data Protection Law and AeroCloud's technical and organizational measures.

16. DATA PROCESSING PARTICULARS

Subject matter and duration of the Processing of the Personal Data

The subject matter and duration of the processing of the Subscriber Personal Data are set out in this Agreement.

The nature and purpose of the Processing of the Personal Data

The nature and purpose of the processing of the Subscriber Personal Data are set out in this Agreement.

The categories of Data Subject to whom the Subscriber Personal Data relates

Subscriber's Authorised Users of the Services.

The types of Subscriber Personal Data to be processed may include the following (as applicable):

User name, password, cell phone no. and any other applicable log-in credentials.

Authorised Subprocessors

Amazon Web Services

17. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define the AeroCloud's current security measures. AeroCloud may change these at any time without notice so long as it maintains a comparable or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without diminishing the security level.

17.1 Physical Access Control.

AeroCloud's Cloud Infrastructure is hosted on Amazons AWS and is access controlled by their own policies and procedures which can be found at <https://aws.amazon.com/compliance> and <https://aws.amazon.com/security/>

17.2 System Access Control.

Data processing systems used to provide the AeroCloud Services must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Subscriber Personal Data. AeroCloud controls the creation of users within the system to ensure only valid authorized users have the appropriate access.
- All users access AeroCloud's systems with a unique identifier (user ID).
- AeroCloud has procedures in place to ensure that requested authorization changes are implemented only in accordance with the guidelines (for example, no rights are granted without authorization). If a user leaves the company, his or her access rights are revoked.
- The AeroCloud network is protected from the public network by firewalls.
- Security patch management is implemented to ensure regular and periodic deployment of relevant security updates.
- Full remote access to AeroCloud's critical cloud infrastructure is protected by strong authentication.

17.3 Data Access Control.

Persons entitled to use data processing systems gain access only to the Subscriber Personal Data that they have a right to access, and Subscriber Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:

- Access to personal, confidential or sensitive information is granted on a need-to-know basis. In other words, employees or external third parties have access to the information that they require in order to complete their work.
- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing personal, confidential or other sensitive information are regularly checked.
- AeroCloud does not allow the installation of personal software or other software that has not been approved by AeroCloud.

17.4 Data Transmission Control.

Except as necessary for the provision of the Services in accordance with this Agreement, Subscriber Personal Data must not be read, copied, modified or removed without authorization during transfer. Subscriber Personal Data transfer over AeroCloud internal networks are protected in the same manner as any other confidential data.

- When data is transferred between AeroCloud and its customers, the protection measures for the transferred Subscriber Personal Data are mutually agreed upon and made part of the relevant Agreement. This applies to both physical and network based data transfer. In any case, the Subscriber assumes responsibility for any data transfer once it is outside of AeroCloud-controlled systems (e.g. data being transmitted outside the firewall of the AeroCloud Data Center).

17.5 Data Input Control.

It will be possible to retrospectively examine and establish whether and by whom Subscriber Personal Data have been entered, modified or removed from AeroCloud data processing systems.

Measures:

- AeroCloud only allows authorized persons to access Subscriber Personal Data as required in the course of their work.
- AeroCloud has implemented a logging system for input & modification, or blocking of Subscriber Personal Data by AeroCloud within AeroCloud's products and services to the fullest extent possible.

17.6 Availability Control.

Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:

- AeroCloud employs backup processes and other measures that ensure rapid restoration of business critical systems as and when necessary.
- The Data Centers use uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to ensure power availability.
- AeroCloud has defined contingency plans as well as business and disaster recovery strategies for the provided services.

17.7 Data Separation Control.

Subscriber Personal Data collected for different purposes can be processed separately.

Measures:

- AeroCloud uses the technical capabilities of the deployed software (for example: multi-tenancy, or separate system landscapes) to achieve data separation among Subscriber Personal Data originating from multiple customers.
- Subscribers have access only to their own data.
- If Subscriber Personal Data is required to handle a support incident from a specific customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

17.8 Data Integrity Control .

Subscriber Personal Data will remain intact, complete and current during processing activities.

Measures:

AeroCloud has implemented a multi-layered defence strategy as a protection against unauthorized modifications.

In particular, AeroCloud uses the following to implement the control and measure sections described above. In particular:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;
- External and internal penetration testing.