

## AIRSYNC™ Terms of Service

Effective Date: August 18<sup>th</sup> 2021

Acceptance of Terms of Service, TOS.

1.1 AIRSYNC INC. (“AIRSYNC INC”, “we”, “us,” or “our”) provides its Bridge, SD Card, AirSync429 and Service (each as defined below) to you through its application called AIRSYNC™ and its website located at [www.air-sync.com](http://www.air-sync.com) (the “AIRSYNC™ Site” or “Website”) and via other channels, subject to this Terms of Service agreement (“TOS”). The Service is described in this Agreement and in greater detail on the AIRSYNC™ Site which contains information about each of the features. You may visit the AIRSYNC™ Site to: (1) learn more about the Service.

By accepting this TOS or by accessing or using the Service or the AIRSYNC™ Site you acknowledge that you have read, understood, and agree to be bound by this TOS. If you do not agree with this TOS, you must not accept this TOS and may not use the Service.

YOU ACCEPT THIS AGREEMENT AND SUBSCRIBE TO THE SERVICE BY:

- (I) Affirmatively accepting the AIRSYNC™ TOS on the AIRSYNC™ Site by checking the box acknowledging that you have read or after scrolling through all of the TOS you have had the opportunity to have read all the AIRSYNC™ TOS and that you agree to be bound thereby; and,
- (II) When you accept, you represent and warrant to us that: (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your data collection using the Bridge, posting and other activities (and allow AIRSYNC INC to perform its obligations) in connection with the Service and the Bridge without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Service and AIRSYNC INC’s exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party’s copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iv) you are eighteen (18) years of age or older.

1.2 We reserve the right, at our sole discretion, to change or modify all or portions of this TOS at any time and from time to time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Any such changes will become effective no earlier than fourteen (14) days after they are

posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service or AGENT after the date any such changes become effective constitutes your acceptance of the new TOS.

1.3. PRIVACY: AIRSYNC™'s privacy policy, set forth in detail below and available at [www.air-sync/privacy](http://www.air-sync/privacy), describes the information, collection and use practices applicable to the AIRSYNC™ Service. When installed in your aircraft, the AIRSYNC™ Service or System collects information about your aircraft's performance and maintenance characteristics, as well as aircraft location and use information (including trip distances, fuel consumption, and speed).

Information that identifies your aircraft and other personal information may be shared as described in the information sharing sections of the privacy policy, [www.air-sync.com/privacy](http://www.air-sync.com/privacy) as well as when it is necessary to provide various AIRSYNC™ service features. To fully utilize all of the Service Features **on a real time basis**, you **MUST HAVE ADEQUATE NETWORK AND DATA SERVICE IN THE LOCATION WHERE NEEDED**.

AIRSYNC™ information may also be used on its own or in combination with other information FROM OTHER REGISTERED USERS to determine aggregate insights about AIRSYNC INC's AIRSYNC users. AIRSYNC™ information may also be shared with third parties in a way that does not identify you personally. For example, it may be used to provide performance reporting and similar services, or to inform aircraft manufacturers about characteristics of different aircraft models.

2. DESCRIPTION OF SERVICES: The "Service" includes (a) the AIRSYNC™ Site, (b) any specialty services offered to users by one or our affiliates, Service Partners, and/or other third parties, (c) AIRSYNC™'s aircraft information and related services, (d) all mobile applications and other software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content"), (e) a collection of other features including roadside assistance as described in the participating service center terms of service, and, (f) certain wireless services as described in this Agreement and on the AIRSYNC™ Site, IN EACH INSTANCE for the aircraft that you have registered with us ("Service Features"). These Service Features are provided by us, one or more of our affiliates or other third parties, including wireless service providers, public safety operators, emergency personnel, equipment and software manufacturers, distributors, licensors, content providers and any other person or entity who provides any service, equipment, content, feature or facilities in connection with the Service (our "Service Partners"). The affiliates and Service Partners that provide, or assist in the delivery of, the Service Features may change over time. We also may make certain changes to the materials and Service Features available through the Service, which will be identified on the AIRSYNC™ Site.

In the event of a conflict between this TOS Agreement and terms of service of an affiliate or any Service Partner, the terms of service of such affiliate or Service Partner shall control with respect to the provision of any services by such participating service center, affiliate or Service Partner.

2.1. AIRSYNC™ INCLUDES SERVICE FEATURES BASED ON YOUR AIRCRAFT'S LOCATION. We make these Service Features available using data collected by the System. The System consists of a device (the "BRIDGE") that plugs into a power outlet inside the aircraft and the SD Card. Any updates or new features added to or augmenting the Service or the BRIDGE are also subject to this TOS; to keep the Software up-to-date, you agree that we may automatically provide you with such updates without your further consent or notice to you. **NOTE THAT IN ORDER FOR THE SERVICE TO FUNCTION A REGISTERED SD CARD, OR AIRSYNC429 AND BRIDGE MUST BE PROPERLY INSTALLED INSIDE THE AIRCRAFT. THE BRIDGE MUST ALSO HAVE ADEQUATE NETWORK AND DATA SERVICE IN THE LOCATION WHERE NEEDED.**

When installed into your aircraft, the System collects information about your aircraft's use, operation, location, performance, speed other flight behavior information, diagnostic and maintenance status, and by subscribing to the Service you and every other registered user agrees that AIRSYNC INC may collect such information as part of the Service. IT IS YOUR RESPONSIBILITY TO NOTIFY EVERYONE WHO USES OR OCCUPIES YOUR AIRCRAFT THAT LOCATION FEATURES ARE ACTIVE AND ALLOW YOU TO ACCESS INFORMATION ABOUT THE AIRCRAFT, INCLUDING ITS LOCATION.

The data stored on the BRIDGE can only interact over a secure communications channel with the AIRSYNC INC AIRSYNC™ Servers and cannot be accessed by any unauthorized third-party system.

2.2. Procedure. Upon acceptance of the Service and downloading of the AIRSYNC™ MOBILE APP, you will be able to register your aircraft with AIRSYNC. To fully utilize all of the Service Features on a real time basis, you **MUST HAVE ADEQUATE NETWORK AND DATA SERVICE IN THE LOCATION WHERE NEEDED.**

2.3. The AIRSYNC™ Service is available via [www.air-sync.com](http://www.air-sync.com). The AIRSYNC™ Service may be updated from time-to-time. If you do not want to receive these benefits, simply do not access the AIRSYNC™ Service, or install the System in your Aircraft.

2.4. Limitations. The System also must be compatible with your Aircraft. Do not use the System in an Aircraft other than the one that you register with us. We may assess the compatibility of your Aircraft with the System based on information you provide to us, including make and model of your Aircraft. You agree to provide us with true and

accurate information to assess your Aircraft's compatibility. YOU ASSUME THE RISK ASSOCIATED WITH PROVIDING US WITH ANY FALSE OR INACCURATE INFORMATION REGARDING YOUR VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY ISSUES ARISING FROM AIRCRAFT INCOMPATIBILITY WITH AIRSYNC.

Your Aircraft must have a working electrical system for the System and many aspects of the Service to operate and function properly. The System will not work without adequate electrical and battery power and may not work if you attempt to modify the System or add any equipment or software in or to your Aircraft that is not expressly authorized by us or is otherwise not compatible with the System. The reception of the Service may vary in different Aircraft depending on the electrical systems of the Aircraft and the version of the System or software in the Aircraft.

2.5. Amendments. Other than with respect to the terms of service of a participating service center, affiliate or Service Partners, we reserve the right to modify, terminate, or otherwise amend this TOS Agreement and other documents incorporated into this Agreement, from time to time. We also may cease to provide a Service Feature in whole or in part, if required by law, rule or regulation, in which case you may cancel your Service. If required by law, we will notify you in advance of any such changes. PLEASE VISIT [www.air-sync.com](http://www.air-sync.com) FOR THE MOST UP-TO-DATE PRODUCT AND SERVICE DETAILS, AND TERMS OF SERVICE (TOS). If you use your Service after the change takes effect, that means you're accepting the change. If you do not agree with changes to this TOS Agreement or the Service or for any other reason, you may cancel the Service as described elsewhere in this Agreement.

Notwithstanding this provision, if we make any changes to the dispute resolution provision of this Agreement, such changes will not affect the resolution of any dispute that arose before such change.

2.6. **CHARGES AND FEES. The user is billed for the AIRSYNC Service according to the service package you subscribe to. These service packages includes the cost of the data access charges associated with the AIRSYNC BRIDGE. In addition to the AIRSYNC Service cost, each user will be subject to charges for data that is used when downloading from or uploading to the AIRSYNC™ Data Center and using the AIRSYNC™ Site; and all such charges will be billed to you or additional registered users according to the service plan you or the additional registered users have with the applicable wireless carrier. In like fashion if any registered user accessing the AIRSYNC™ Site from other than a wireless carrier will be subject to charges for the data or other transmissions when downloading from or uploading your Content and/or Feedback to the AIRSYNC™ Data Center or AIRSYNC™ Site; and all such charges will be billed to you or additional registered users according to the service plan you or the additional registered user have with the applicable internet service provider.**

### 3. General Conditions / Access to and Use of the AIRSYNC™ Site, the Service, AIRSYNC™ BRIDGE and SD CARD

3.1. Subject to the terms and conditions of this TOS, you may access and use the AIRSYNC™ Site, the Service, BRIDGE and SD CARD only for lawful purposes. You shall not use the Service, the BRIDGE or SD CARD (and we will not be liable for your use of the Service, BRIDGE or SD CARD) in connection with (i) aircraft with modified electronic systems, or (ii) aircraft of any make, model or year that we do not support, as set forth on our AIRSYNC™ Site. All rights, title and interest in and to the Service, the AIRSYNC™ Site, the BRIDGE and the SD CARD and their components will remain with and belong exclusively to us. You shall not: (a) sublicense, resell, rent, lease, transfer, assign, time-share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service, the BRIDGE or the SD CARD in any unlawful manner (including, without limitation, in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service, the BRIDGE, the SD CARD or their components, (c) modify, adapt or hack the Service, the BRIDGE or the SD CARD to, or otherwise attempt to, gain unauthorized access to the Service, the BRIDGE or the SD CARD or their related systems or networks, or (d) use the Service, the BRIDGE or the SD CARD to obtain or attempt to access any materials or information through any means not intentionally made available or provided for through the Service, BRIDGE or SD CAARD. You shall comply with any codes of conduct, policies or other notices AIRSYNC INC provides you or publishes in connection with the AIRSYNC™ Site, the Service, the BRIDGE and the SD CARD, and you shall promptly notify AIRSYNC INC if you learn of a security breach related to the Service. Our Service is available on mobile devices. Do not use the Service in a way that distracts you and/or prevents you from obeying safety laws.

3.2. Any software that may be made available by AIRSYNC INC in connection with the Service, and any software embedded on the BRIDGE and SD CARD (“Software”) contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, AIRSYNC INC hereby grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software solely in connection with the Service (and in the case of Software embedded on the BRIDGE and SD CARD, you may only use such Software on the BRIDGE and SD CARD), provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by AIRSYNC INC for use in accessing the Service via the AIRSYNC Site.

3.2.1. The AIRSYNC™ name and logos are trademarks and service marks of AIRSYNC INC (collectively the “AIRSYNC INC Trademarks”). Other company, product,

and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing in this TOS or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the AIRSYNC INC Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of AIRSYNC INC Trademarks will inure to our exclusive benefit. Any rights not expressly granted herein by AIRSYNC INC are reserved and no license or right to use any trademark of AIRSYNC INC or any third party is granted to you in connection with the Service or BRIDGE. Your use of Software, BRIDGE and the transmission of applicable data, if any, is subject to United States export controls. No BRIDGE or Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service and BRIDGE.

3.3 You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter “posting”) in connection with or relating to the Service the BRIDGE or the SD CARD (“Your Content”). You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. AIRSYNC INC reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Service, you hereby do and shall grant AIRSYNC INC a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Service. AIRSYNC INC has the right, but not the obligation, to monitor its AIRSYNC™ Site, the Service, the BRIDGE and the SD CARD, and all Content including Your Content. You further agree that AIRSYNC INC may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all. For more information about our use of the data collected by the BRIDGE, the SD CARD and the Service, please see our Privacy Policy, [www.air-sync.com/privacy](http://www.air-sync.com/privacy)

3.4 AIRSYNC INC uses reasonable security measures to protect the data we receive via the Service, the BRIDGE and the SD CARD. However, we cannot guarantee that third parties will never defeat our security measures. You acknowledge that you are using the Service the BRIDGE and the SD CARD and sharing information at your own risk.

3.5 The Service includes certain services that are available via a mobile device, including (i) the ability to browse the Service and the AIRSYNC™ Site from a mobile device. To the extent you access the Service through a mobile device, whether to

upload Content or for any other reason your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and the AIRSYNC™ Service may not work with all carriers or devices. By using AIRSYNC™, you agree that we may communicate with you regarding AIRSYNC INC and other entities by SMS, MMS, text message or other electronic means to your mobile device for the purpose of providing the applicable service and that certain information about your usage may be communicated to us. In the event you change or deactivate your mobile telephone number registered with us, you agree to promptly update your AIRSYNC INC account information on the AIRSYNC™ Site to ensure that your messages are not sent to the person that acquires your old number. In the event that you fail to comply with the obligation to promptly update your AIRSYNC INC account information when changing or deactivating your mobile telephone number, you accept full responsibility for any of your messages which may not be delivered or may be sent to the person that acquires your old number.

3.6 Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use, or the use of your company.

3.7 The failure of AIRSYNC INC to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you or your company and AIRSYNC INC, even though it is electronic and is not physically signed by you and AIRSYNC INC, and it governs your use of the AIRSYNC™ Site, the Service, the BRIDGE and the SD CARD and takes the place of any prior agreements between you and AIRSYNC INC related to the subject matter hereof. If you are using our Service on behalf of a business, that business accepts these terms.

3.8. You shall not upload pornography, or any other obscene or objectionable images or material.

3.8.1. How to Report Child Pornography.

Child pornography is the depiction of a child under the age of eighteen (18) engaged in sexually explicit behavior. If you see what you believe is child pornography that has been posted by a third party on the AIRSYNC INC AIRSYNC™ Site, or you receive it through the AIRSYNC INC AIRSYNC Site, or through a text message or email, please immediately contact your local FBI field office or the National Center for Missing and Exploited Children ("NCMEC"). It is important that you do not copy, send or forward the content unless and until you have been directed to do so by an authorized law enforcement officer. You can

find contact information for your local FBI office by visiting the following FBI™ Site: [www.fbi.gov/contact/fo/fo.htm](http://www.fbi.gov/contact/fo/fo.htm). To contact NCMEC, please call 1-800-843-5678 (Child Pornography Tipline). You can also file a report online at the following NCMEC Site: [www.CyberTipline.com](http://www.CyberTipline.com).

#### 4. Termination of Service

You have the right to terminate your account at any time in accordance with the procedures set forth on the AIRSYNC™ Site. We reserve the right to (i) modify or discontinue, temporarily or permanently, the Service, BRIDGE or SD CARD (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any of Your Content in the Service for any reason, including if we believe that you have violated this TOS. We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to, (1) if you: (a) breach this Agreement; (b) use your Service for any illegal purpose; (c) steal from or lie to us; or (2) if you or any additional user of your device: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) engage in abusive messaging or calling; (d) modify BRIDGE or SD CARD from its manufacturer's specifications; or (3) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason. We shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service, BRIDGE or SD CARD. We will use good faith efforts to contact you to warn you prior to suspension or termination of your account by us. All of Your Content on the Service (if any) may be permanently deleted by us upon any termination of your account in our sole discretion.

All provisions of this Agreement which by their nature apply after termination of the Service shall survive termination of your Service.

**TRANSFER OF THE SYSTEM OR AIRCRAFT OR ACQUISITION OF NEW AIRCRAFT:** You warrant and represent that you will not sell or transfer the System to another user and that you will not sell or transfer title to your Aircraft or return a leased Aircraft to its owner without notifying the new owner or lessor, as applicable, of the presence of BRIDGE and SD CARD in the Aircraft.

If you want to move the System to another Aircraft that you own or lease or acquire a new aircraft, you must notify us of such a transfer so that we can confirm whether the System will function properly with that Aircraft. After we confirm compatibility with the System and agree to the transfer, you may transfer the System to the new aircraft.

#### 6. LIMITATIONS OF THE SERVICE



6.1. AVAILABILITY OF CERTAIN FEATURES MAY BE LIMITED BY MAKE/MODEL/YEAR OF AIRCRAFT: The information that we are able to retrieve from your Aircraft may be different than that which we get from other Aircraft based on differences between manufacturers, models and model years. In such cases, you may not receive access to certain features that will be available to other users of the Service.

6.2. OUR COVERAGE AREA: The Service is currently only available world-wide. HOWEVER, NOT ALL AIRSYNC™ SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE, AT ALL TIMES. The location of your Aircraft, particularly in remote, may affect the availability and quality of the Service that we can provide to you. The Service generally works using wireless communication networks of the wireless network of the carrier of the applicable registered User's SMART PHONE and the Global Positioning System ("GPS") satellite network. The System receives GPS signals and communicates with our response centers and those of participating service centers, our affiliates or Service Partners through use of wireless and landline communications networks. The Service cannot work unless the applicable registered BRIDGE and SD CARD are in your Aircraft AND your Aircraft is in a place where the wireless network of the AIRSYNC INC partner carrier has coverage, network capacity, and reception when the service is needed.

6.3. FORCE MAJEURE EVENTS: Various conditions beyond our control may prevent or delay us, a participating service center, our affiliates or our Service Partners (or other third parties) from providing the Service to you, or impair the quality of Service you or your Vehicle may receive. These conditions include, for example and without limitation, atmospheric, geographic, or topographic conditions (such as buildings, hills or tunnels); failure to properly install the System; incompatibility of the System with your Vehicle; damage to or failure to maintain your Vehicle or the System in good working order and in compliance with this Agreement or applicable laws, rules or regulations; inclement weather; failure, congestion or outages of utility or wireless networks (including interruption of wireless service); as well as war, acts of God, natural disaster, labor strikes or other acts, forces or causes beyond our, our affiliates and our Service Partners' control. In the event of any of the foregoing prevent or interfere with our provision of service to you, we may, in our discretion, suspend or terminate the Service (in whole or in part) or cancel your subscription, without notice to you and without any liability. Further, we, our affiliates and our Service Partners are not responsible for any Service or the System's failures, interruptions, delays or impairments due to these causes.

6.4. LIMITS ON YOUR USE OF THE AIRSYNC™ SERVICE AND THE SYSTEM: You agree not to use the System, the Service, any other service we may offer, or the AIRSYNC™ Site, in any way that is illegal, fraudulent or abusive, including to harass, threaten, abuse, defame, or slander, any individual or entity. You may not use the Service in a manner that interferes with any other users of the Service or our provision of the Service to any other users. You agree you will not abuse or do anything

to damage our, our affiliates or any of our Service Partners' respective business, operations, services, reputation, employees, equipment, property or facilities. You further agree that you will not harass, threaten or use vulgar and/or inappropriate language towards any customer service representatives. We, our affiliates and our Service Partners provide the Service, including the messages, data, information, content, or other material provided as part of the Service, for your non-commercial use only, and not for re-sale. Certain information you receive through the Service is the property of us, our affiliates, or our Service Partners (or other third parties) and it may be subject to one or more copyrights, trademarks, service marks, patents, or other legal protections. You may not (or permit or cause any other party to) sell or resell or otherwise use anything we provide you for commercial purposes, nor may you reproduce, copy, modify, make derivative works from or otherwise display or distribute it.

6.5. TERMS ABOUT SPECIFIC SERVICES: The Service Features may change from time to time and may vary depending on your subscription, your agreement with your Participating Service Center, our affiliate, Service Partner or the laws, rules or regulations of the state in which you live. For the most current description of the Service, please go to [www.air-sync.com](http://www.air-sync.com).

6.5.1. Maintenance variables: This Service Feature will provide you with certain information regarding your Aircraft need for possible for service. If the System detects an issue with your Aircraft, you will receive an alert with information about what it means via text and/or email. We will send the alerts to the wireless telephone number and/or email address in your subscription.

6.5.2. We may provide you with information via email or text message regarding your Aircrafts condition or the Aircrafts performance data on a periodic basis or on demand depending on how you configure your account.

6.6. Data or information contained in messages from AIRSYNC™ is for informational purposes only and is not intended to prevent any mechanical or performance issues with your Aircraft. You understand that the Service does not report all conditions that may affect the operation of your Aircraft. You agree and acknowledge that we are not liable for any performance or mechanical issues relating to your Aircraft.

6.7. STORED DATA: If we, one or more affiliates or Service Partners (or other third parties) store data, including Your Content, on or about the Service, then we may delete the data, including Content and/or Your Content, without notice to you or otherwise place restrictions and limits on the use of the data or storage areas. Data stored as part of the Service, including Content and/or Your Content may be deleted, modified, or damaged by us, a participating service center, one or more of our affiliates

or Service Partners. We have no responsibility in connection with the storage or maintenance of any Service data, including Content and/or Your Content, nor do we guarantee that our collection of any data will be timely or error-free. You agree that the collection, maintenance, and use of data, including Content and/or Your Content, in connection with the Service also are subject to limitations and restrictions outside of our control, including those described in this Agreement.

## 7. YOUR RESPONSIBILITIES:

7.1. Fly Responsibly: You have full responsibility and assume all risks related to the use of the Service in your Aircraft. Only use the Service when it is safe to do so. Failure to do so may result in an accident involving serious injury or death. You are responsible for following all applicable laws, rules, and regulations, including requirements of relevant government regulatory bodies, applicable to the use of the Service.

7.2. Compliance with Terms: You are responsible for not only your own compliance with this Agreement but also for the compliance of all occupants of your Aircraft and additional users of your subscription, and users of your Aircraft, whether or not authorized by you. You agree to make all other pilots, passengers, or guests of your Aircraft aware of this Agreement and the services that are available under it. You are solely responsible for the use of the Service for your Aircraft, even if you are not the one using the Service and even if you claim later that another person's use was not authorized.

7.3. Not Insurance: The Service is not an insurance product and we are not an insurance company. The Service does not insure you, your property or your Aircraft or anyone else.

7.4. Account Information/Security Measures: You agree that you will provide us with true and accurate information and will keep that information up to date. You are responsible for ensuring that we have your current and valid wireless telephone number and/or email address. You can change your telephone number and/or email address at any time via the AIRSYC Site. Standard text messaging rates will apply if you elect to receive text messages from us.

You will notify us immediately of any breach of security or unauthorized use of the Service. We will not be liable for any losses resulting from unauthorized access to or use of the Service or your subscription and you may be liable to us or other parties due to such unauthorized access and/or use.

7.5. You will not copy, reproduce, distribute, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with any security technology, convert to any use not authorized by us or claim ownership in the Service or

our or any other party's information or materials associated with the Service; and you will not remove, modify, or obscure any copyright notices, trademarks, or other proprietary rights notices on or contained in or on any portion of the Service or any information or materials on or obtained from the Service.

#### 7.6. Indemnification.

You shall defend, indemnify, and hold harmless AIRSYNC INC from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service, BRIDGE or SD CARD. AIRSYNC INC shall provide notice to you of any such claim, suit or demand. AIRSYNC INC reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting AIRSYNC INC's defense of such matter.

#### 7.7. Assignment.

You may not assign this TOS without the prior written consent of AIRSYNC INC, but AIRSYNC INC may assign or transfer this TOS, in whole or in part, without restriction.

### 8. Intellectual Property

#### 8.1. Patent Notice

AIRSYNC INC takes the protection of its intellectual property and technology seriously. AIRSYNC INC's innovative, unique technology is protected by a robust, ongoing program of United States and international patent applications.

#### 8.2. Trademark Notice

AIRSYNC™ and AIRSYNC LOGO ® Design, are trademarks of AIRSYNC INC. Other trademarks, service marks, and trade names that may appear on our AIRSYNC™ Site or in other materials are the property of their respective owners.

#### 8.3. Trademark Usage Policy.

This Trademark Usage Policy sets forth the proper use of trademarks, service marks (collectively "trademarks") and logos of AIRSYNC INC ("AIRSYNC INC") by our licensees, participating service centers, authorized resellers, and other parties who have obtained AIRSYNC INC's explicit permission to use AIRSYNC INC's trademarks or logos on their promotional materials, instructional materials, AIRSYNC™ Site, packaging, labels or elsewhere. This policy helps us protect our valuable trademark rights. If you're a licensee of any AIRSYNC INC trademark or logo or an authorized

reseller of AIRSYNC INC products and have specific trademark usage guidelines in your agreement with us, please follow those guidelines.

When referencing AIRSYNC INC trademarks and registered trademarks, always include the proper notation after the name and logo, which is ® for registered trademarks and ™ for trademarks. Always use the complete trademark in all communications. Never abbreviate an AIRSYNC INC trademark to create an acronym. When using an AIRSYNC INC trademark, never vary the spelling, add or delete hyphens, make one word two, or use a possessive or plural form of the AIRSYNC INC trademark. Do not combine AIRSYNC INC trademarks with your or any third-party trademarks. AIRSYNC INC logos may only be used under a separate written license from AIRSYNC INC. When using logos, always include the ® if the logo is registered or ™ if the logo is not registered. AIRSYNC INC trademarks may not be used as part of the product name for any third-party product. Products may be co-branded with a AIRSYNC INC mark only by written agreement with AIRSYNC INC. By using an AIRSYNC INC trademark or logo, you are acknowledging that AIRSYNC INC is the owner of all right, title, and interest in the trademark or logo, that all use of the AIRSYNC INC trademark or logo inures to AIRSYNC INC's benefit, that you will not interfere with or challenge AIRSYNC INC's rights in the trademark or logo, and that you will not bring the AIRSYNC INC trademark or logo into disrepute. No person or entity may reproduce or use (or authorize the reproduction or use of) any AIRSYNC INC trademark or logo in any manner other than expressly authorized by AIRSYNC INC.

9.0 COMMUNICATIONS FROM US AND/OR OUR SERVICE PARTNERS: We, and one or more of our affiliates or Service Partners may communicate with you by providing you with messages through the System, or to the email address, wireless phone number or other contact information for you that we have on file. We, and one or more of our affiliates or Service Partners may also use your email address to send you emails about products, specials and promotions, which may be related to the Service or not. From time to time, we may also use your email address to send you information about selected third-party products, services or offers relating to our offerings or services that we think may be of interest to you. With your consent, we may provide your contact information to our Service Partners who may send you information about products, services, or offers that may be of interest to you. Each email you receive from us for offers will provide a link to unsubscribe to all future email offers from us. Please note that even if you choose not to receive marketing emails from us, you may still hear from us regarding your Service, your system status and any other Service-related issues that will allow us to provide you with the optimal user experience. We may also use your name, postal delivery information and phone number to contact you for various purposes (including marketing purposes) and we may use autodialed calls/text messages, prerecorded or artificial voice messages in connection with your account, and the Service provided by us, our agents or contractors on our behalf. You consent to allow us and anyone who collects on our behalf to contact you about your account status, using prerecorded calls, email and calls or messages delivered by an automatic

telephone dialing system to any wireless phone number or email address.

10.0. OWNERSHIP OF THE BRIDGE and SD CARD: The BRIDGE and SD CARD belongs to you. Upon sale or transfer of the tile to the Aircraft or upon return of the Aircraft to its owner who leased it to you, you agree to inform the new owner or the lessor of the presence of the BRIDGE and SD CARD in the Aircraft.

11.0. OWNERSHIP/CONFIDENTIALITY: All information and Software provided by us through the Service, including the BRIDGE and SD CARD is and shall remain our sole and exclusive property. You shall not publish, broadcast, retransmit or otherwise reproduce the information or software in any medium. Any violation of this restriction is an infringement of copyright or proprietary rights in the information and software. As between you and us, we (and our affiliates and applicable Service Partners) own or license all such software and you do not acquire any rights in such software, including any right to use or modify the software (other than in the ordinary course of your receipt and use of the Service in accordance with this Agreement). We may update the software contained in the System and/or the BRIDGE and SD CARD from time to time. We may do this remotely without notifying you first. These software updates or changes may affect or erase data or metadata that is stored in the System. We are not responsible for any affected or erased data due to a software update or change.

12.0. DISCLAIMER OF WARRANTIES APPLICABLE TO THE OWNER OF THE REGISTERED AIRCRAFT, ALL OCCUPANTS AND PILOTS OF THE REGISTERED AIRCRAFT:

**THE SERVICE, INCLUDING THE AIRSYNC™ SITE, CONTENT AND ANY DATA OR OTHER INFORMATION PROVIDED BY THE AIRSYNC™ SITE, THE BRIDGE AND SDCARD, SOFTWARE, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AIRSYNC INC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS OR RELIABILITY. AIRSYNC INC MAKES NO WARRANTY THAT (I) THE SERVICE, BRIDGE OR SD CARD WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE, BRIDGE OR SD CARD WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, BRIDGE OR SD CARD WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM ONE OR MORE SERVICE PARTNERS WHETHER OR NOT THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM AIRSYNC INC, ANY SERVICE**

**PARTNER, OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS. FURTHER, THE SERVICE DOES NOT GUARANTEE THAT USE OF THE BRIDGE THE SD CARD, SOFTWARE OR SERVICES WILL RESULT IN ANY SAVINGS OR EFFICIENCIES OR THAT AIRCRAFT ERROR DETECTION WILL BE ACCURATE OR ERROR-FREE. YOU ARE SOLELY RESPONSIBLE FOR SAFE AIRCRAFT OPERATION AND PROPER AIRCRAFT MAINTENANCE AND YOU SHOULD ALWAYS OBTAIN PROFESSIONAL ASSISTANCE FROM AN AIRCRAFT SPECIALIST FOR DIAGNOSIS AND REPAIR OF ANY ERRORS OR OTHER PROBLEMS WITH YOUR AIRCRAFT.**

12.1. Through your use of the AIRSYNC™ Site, or Service you may have the opportunity to engage in commercial transactions with our affiliates, Service Partners or other vendors, such as mechanics, insurance companies and others. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SERVICE, AIRSYNC™ SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE AIRSYNC™ SITE AND/OR THE SERVICE, SERVICE PARTNER OR THIRD-PARTY IS PROVIDED SOLELY BY SUCH SERVICE PARTNER OR THIRD-PARTY, AS APPLICABLE, AND NOT BY US OR ANY OF OUR AFFILIATES.

12.2. Some states or jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE AIRSYNC™ SITE, THE SERVICE, BRIDGE OR SD CARD AS WELL AS ANY RELIANCE UPON ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE SERVICE IS SOLELY AND COMPLETELY AT YOUR OWN RISK AND RESPONSIBILITY. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU (AND/OR ANY OTHER USER OR OCCUPANT OF YOUR VEHICLE) EXERCISE GOOD JUDGMENT AND OBEY TRAFFIC RULES AND ALL OTHER APPLICABLE LAWS AND REGULATIONS WHEN OPERATING YOUR AIRCRAFT, ACCESSING AND/OR USING THE SERVICE, PERMITTING OTHERS TO USE YOUR AIRCRAFT AND/OR EVALUATING WHETHER THE USE OF ANY OF THE SERVICE FEATURES IS SAFE AND LEGAL UNDER THE CIRCUMSTANCES. ANY DIAGNOSTIC DATA AND OTHER COMMUNICATIONS BY OR THROUGH THE SERVICE ARE INFORMATIONAL ONLY AND ARE DESIGNED TO HELP IDENTIFY THE LIKELY SOURCE OF A PROBLEM AND ARE NOT INTENDED TO REPLACE ACTUAL IN-PERSON SERVICE EVALUATIONS.

**13.0. LIMITATION OF LIABILITY APPLICABLE TO THE OWNER OF THE REGISTERED AIRCRAFT, ALL OCCUPANTS AND PILOTS OF THE REGISTERED AIRCRAFT:**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AIRSYNC INC BE LIABLE FOR ANY PERSONAL INJURIES OR DEATH, LOST OR DAMAGED DATA INCLUDING YOUR CONTENT OR ANY CONTENT (INCLUDING, WITHOUT LIMITATION, ANY DATA ERASED BY AIRSYNC INC IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF THE BRIDGE OR SD CARD), LOST REVENUE OR PROFIT, LOSS OF THE ABILITY TO USE ANY THIRD PARTY PRODUCTS, SOFTWARE OR SERVICES, DAMAGE TO THE AIRCRAFT TO WHICH YOU CONNECT THE BRIDGE OR SD CARD, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IN ANY AND ALL INSTANCES ARISING OUT OF OR RELATED TO THE USE OF, OR INABILITY TO USE, THE SERVICE, THE BRIDGE, THE SD CARD, SOFTWARE OR ANY SERVICES PROVIDED IN RESPECT OF SUCH BRIDGE, SD CARD, SOFTWARE OR SERVICE, EVEN IF AIRSYNC INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, AIRSYNC INC DOES NOT GUARANTEE THAT AIRCRAFT ERROR DETECTION WILL BE ACCURATE OR ERROR-FREE AND YOU SHOULD ALWAYS OBTAIN PROFESSIONAL ASSISTANCE FROM AN AIRCRAFT SPECIALIST FOR REGULAR SERVICE, AS WELL AS FOR DIAGNOSIS OF ANY PROBLEMS WITH YOUR AIRCRAFT, AND TO MAKE TIMELY AND APPROPRIATE REPAIRS.

This limitation and waiver also applies if you bring a claim against one of our suppliers, or Service Partners, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God.

**No AIRSYNC INC employee, no participating service center, AIRSYNC INC agent or reseller is authorized to make any verbal or written representation or statement at variance from these TOS including without limitation this Limitation of Liability.**

14.0 AIRSYNC INC PRIVACY POLICY, [www.air-sync.com/privacy](http://www.air-sync.com/privacy)

14.1. Privacy Principles

Security is at our core.

We use industry-leading security practices for encryption on all data transmitted from the SD CARD and BRIDGE up to the cloud so your information can't be accessed maliciously.

Your data is yours. Our job is to take care of it.



The data created when you fly or Your Content is securely hosted on our servers. You may access your data and Your Content if and to the extent described on our AIRSYNC™ Site.

Your data, including your Content, may or may not remain on our servers after you stop using the Service. We have no obligation to preserve or migrate your data.

You choose who else has access to your data. You can grant access to your data to third party apps and services, like IFTTT. A simple dialog lets you know which data they're requesting access to, and lets you decide whether to share it.

We will never sell or share your personally identifiable information, like name, or where you fly. In the rare case of a request by law enforcement or government, we will pursue every avenue available to inform you and protect your data.

We anonymize data for our own commercial purposes.

We use aggregated, anonymized data to do research on flying patterns and aircraft performance. We may also create and sell data in the form of reports, e.g. the most common engine problems. These reports are based on aggregated and anonymized data—they will never contain any of your personally identifying information.

#### 14.2. Our Privacy Policy.

In this section, we describe the information, the data, we collect and how it's used and shared. By “we” or “us”, we mean our company, AIRSYNC INC, and by “you” we refer to the users of the Service, our AIRSYNC™ Site, and the BRIDGE and SD CARD, our products and services. We take seriously our responsibility to protect the privacy of your information in accordance with this policy.

This Privacy Policy was last updated on September 1, 2018.

What information does AIRSYNC INC collect?

The Service is enabled by devices which plug into your aircraft (the “BRIDGE” and “SD CARD”), and our AIRSYNC™ Site. Using the BRIDGE and SD CARD, the and our AIRSYNC™ Site, you provide us with and we collect the following types of data (“Personal Data”):

- Information from your aircrafts' onboard computer(s);
- Information about your aircraft's operation;
- Aircraft location information;
- Personally identifiable information;
- Your Content you choose to upload; and,
- Information collected when you visit our AIRSYNC™ Site.

If you provide us with Personal Data from a location outside the United States, please be aware that the data is transferred from your location to the United States, where we and our service providers are located.

Information from your aircraft's onboard computer(s):

To enable our Services, we collect and store information about the aircraft into which the SD CARD and BRIDGE are installed. Examples of the type of information we collect from the aircrafts onboard computer and sensors include: fuel flow, which helps us to calculate fuel efficiency.

Information about your aircraft's operation

We collect information about your aircraft's operation. For example, we collect data on aggressive banking or descents. This information can be useful to potentially improve passenger experience.

Personally Identifiable Information:

Examples of personally identifiable information we collect include your name, email address, telephone number and mailing address when you register on our AIRSYNC™ Site.

Information we collect when you visit our AIRSYNC™ Site:

On our AIRSYNC™ Site, we use a technology called "cookies." A cookie is a piece of information that the computer that hosts our AIRSYNC™ Site gives to your browser when you access our AIRSYNC™ Site. Our cookies help us analyze the usage of our Service and AIRSYNC™ Site. Cookies may also be placed by third-party analytics services that we use, such as Google Analytics. We may also enable third-party marketing services to use cookies to market to you on external AIRSYNC™ Sites products of our affiliates, Service Partners and/or third parties. You can choose to opt-out of this by using the "Do Not Track" feature of your browser.

Who has access to the information AIRSYNC INC collects?

AIRSYNC INC engineers and other personnel have supervised access to your information so that we can provide Services to you and help you if you contact us for support.

Except as provided below, we do not share your Personal Data with third parties without your explicit permission:

### Third parties performing business-related functions.

We sometimes work with other companies to perform certain business-related functions, such as processing payments. In these cases, we only provide the companies with the information they need to perform their specific function.

### Legal process.

It is possible that we may need to disclose Personal Data when required by law, subpoena, or other legal process, or if AIRSYNC INC has a good faith belief that disclosure is reasonably necessary to (1) enforce our Terms of Service, investigate and defend ourselves against any third-party claims or allegations, or protect the security or integrity of our Service; or (2) exercise or protect the rights, property, or safety of our users, personnel, or the public. We attempt to notify users about legal demands for their data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague, or lack proper authority, but we do not commit to challenge every demand.

### Anonymized and aggregated data.

We anonymize and aggregate the data we collect across many users and may share or make commercial use of this aggregated data with our affiliates, Service Partners, and users. The aggregated data does not identify you personally. We may also disclose aggregated user statistics in order to describe AIRSYNC INC to current and prospective business partners and to third parties for other lawful purposes. Examples of anonymized and aggregate data include the average morning work commute time of our users, and the average monthly cost of gas of our users.

### Business transactions.

Without including your personally identifiable information, we will make commercial use of your Data. And, as we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, Personal Data may be part of the transferred assets; in this event, you will be notified via email and/or a prominent notice on our AIRSYNC™ Site of any change in ownership, as well as any choices you may have regarding your Personal Data.

By using our Service, you provide us with permission to share your information with the parties described above.

To provide you with an enhanced user experience, you may choose to share your information with third parties through our AIRSYNC™ Site. In these circumstances, we will not share your Personal Data without your explicit permission, usually in the form of a web page, email or app screen where you authorize such sharing of information. Examples of where you may want to provide us with permission to share your Personal Data with third parties include:

Aircraft sharing.

The Service allows you to share information regarding your aircraft with people you choose.

Partners.

We want you to get the most value out of your AIRSYNC™ experience and may present offers from Service Partners to provide a solution that we think might make your car ownership or driving experience better. For example, we might partner with a tire manufacturer that is willing to extend your tire warranty if you choose to share your data related to tire wear. These opportunities will always be user “opt-in” only.

Is my Personal Data stored securely?

We use best-in-class security systems and practices designed to protect your information and to prevent unauthorized access to your data.

We are committed to handling your personal information with respect and care. However, regardless of the security precautions taken, no physical, Internet or other electronic transmission or storage of data can be fully secure or error free. See our limitation of liability provision above. You should understand this when choosing to use any product or service that includes the physical or electronic storage or transmission of your data.

Is there a way to delete my information?

We temporarily store the information described above on the BRIDGE and then upload the information to our servers. To stop prospective storing of your information, please follow these steps:

Remove the SD CARD from the aircraft

After you stop using the Service, your data may remain in our backups for some time.

Will this Privacy Policy change?

Our products and services (and our business) may change from time to time. As a

result, at times we may need to make changes to this Privacy Policy. We reserve the right to update or modify this Privacy Policy at any time and from time to time without prior notice. However, if we make any material changes we will notify you by email or by a notice on our AIRSYNC™ Site. Please review this policy periodically, and especially before you provide any Personal Data. This Privacy Policy was last updated on the date shown at the beginning of this document. Your continued use of our Services after any changes or revisions to this Privacy Policy represents your agreement with the terms of the revised Privacy Policy.

What if I have additional questions?

We hope that this Privacy Policy answers your questions regarding the information we collect, how we use it, and what steps we've taken to protect it. If you have further questions, please write to us at [support@air-sync.com](mailto:support@air-sync.com).

#### 15. Governing Law.

This Agreement and any disputes covered by it shall be governed by federal law and the laws of the State of Maryland excluding its conflicts of law provision. Except as otherwise provided herein for dispute resolution by arbitration or Small Claims Court and unless otherwise elected by AIRSYNC INC in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Maryland for the purpose of resolving any dispute relating to or arising out of your access to or use of the AIRSYNC™ Site, the Service, SD CARD and/or BRIDGE.

#### 16.0. Dispute Resolution By Binding Arbitration.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at [support@air-sync.com](mailto:support@air-sync.com). However, to resolve a complaint you may have (or if AIRSYNC INC has not been able to resolve a dispute it has with you after attempting to do so) we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration, which is often cheaper, faster and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury.

16.1. Arbitration Agreement: IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.

YOU AND WE BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES MAY BE DIFFERENT, AN ARBITRATOR CAN

AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

- (1) Except for eligible claims you or we opt to bring in Small Claims Court in the County and State in which you listed your mailing address when you registered for the Service, we shall arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted and includes, but is not limited to:
- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising);
  - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class;
  - disputes you have with our employees or agents;
  - claims relating to or arising out of any advertising on our AIRSYNC™ Site, or any services provided to you by a participating service provider or any Service Partner; and,
  - claims that may arise after the termination of this TOS.

(2) This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision.

(3) OUR AGREEMENT TO ARBITRATE SHALL SURVIVE TERMINATION OF THE SERVICE TO YOU.

(4) ALL DISPUTES WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) OR BETTER BUSINESS BUREAU (“BBB”).

(5) YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

(6) UNLESS YOU AND WE AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY IN WHICH YOU LISTED YOUR MAILING ADDRESS WHEN YOU REGISTERED FOR THE SERVICE. FOR CLAIMS OVER \$10,000, THE AAA’S WIRELESS INDUSTRY ARBITRATION (“WIA”) RULES WILL APPLY. IN SUCH CASES, THE LOSER CAN ASK FOR A PANEL OF THREE NEW ARBITRATORS TO REVIEW THE AWARD. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA’S RULES FOR CONSUMER

DISPUTES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT IN THE COUNTY IN WHICH YOU LISTED YOUR MAILING ADDRESS WHEN YOU REGISTERED FOR THE SERVICE. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)) OR BY CALLING THE AAA AT 1-800-778-7879, THE BBB ([WWW.BBB.ORG](http://WWW.BBB.ORG)) OR FROM US BY WRITING TO THE NOTICE ADDRESS. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE.

(7) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD.

(8) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

(9) NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

(10) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION.

NOTICE TO US THAT YOU INTEND TO SEEK ARBITRATION UNDER THIS AGREEMENT SHOULD BE SENT TO DISPUTE MANAGER, AIRSYNC INC AIRSYNC.

c/o AIRSYNC INC  
126 Lullaby Ct  
Germantown, MD 20874

NOTICE FROM US TO YOU THAT WE INTEND TO SEEK ARBITRATION UNDER THIS AGREEMENT WILL BE SEND TO YOU BY EMAIL AND/OR TEXT MESSAGE AND TO YOU AT THE ADDRESS YOU LISTED WHEN YOU REGISTERED FOR THE SERVICE OR SUCH NEW ADDRESS OF WHICH

YOU HAVE APPRISED US BY UPDATING YOUR ACCOUNT.

THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL PAY ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, WE WILL PAY THE FEE DIRECTLY TO THE AAA OR BBB. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER, AS WELL AS FOR ANY APPEAL TO A PANEL OF THREE NEW ARBITRATORS (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS AGREEMENT).

(11) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE ARBITRATION BEGINS. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU THAT AMOUNT.

(12) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(13) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (7) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

**(14) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND WE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

16.2. Notwithstanding any provision in this Agreement to the contrary, you and we



agree that if AIRSYNC INC makes any future change to this arbitration provision (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

## 17.0. MISCELLANEOUS PROVISIONS.

17.1. ENTIRE AGREEMENT: This Agreement (including the Privacy Policy and any other document or policy incorporated by reference into this Agreement) is the entire agreement between you and us and governs use of our AIRSYNC™ Site, the Service, the SD CARD and the BRIDGE. This Agreement supersedes all other agreements, communications or representations, oral or written, between us, past or present. We are not responsible for any statements, agreements, representations, warranties or covenants, oral or written, including, without limitation, any statements from third parties, anything said by sales or customer service representatives of participating service centers, Service Partners, or any third party provided to you in connection with the AIRSYNC™ Site, the Service, the SD CARD and the BRIDGE unless such statements, agreements, representations, warranties or covenants are expressly contained in this Agreement or a document incorporated by into this document.

17.2. WAIVER/SEVERABILITY: No waiver of any part of this Agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. No term or condition of this Agreement is waived and no breach is waived unless that waiver is in writing and signed by the party claimed to have waived. If any part of this Agreement is declared invalid or unenforceable, including anything regarding the arbitration process (except for the prohibition on class arbitrations as explained in the arbitration section above), that part may be removed from this Agreement. All other parts of this Agreement are still valid and enforceable.

17.3. RELATIONSHIP BETWEEN PARTIES: Notwithstanding anything else herein, this Agreement does not create any fiduciary relationships between you and us, or between you and any affiliate or Service Partner. This Agreement also does not create any relationship of principal and agent, partnership, or employer and employee between you and us or between you and any of our affiliates or Service Partners.

17.4. THIRD-PARTY BENEFICIARIES: Without limitation of anything else set forth herein, you have no contractual relationship whatsoever with any of our affiliates or Service Partners, and this Agreement does not give you any rights against any affiliate or Service Partner. You are not a third-party beneficiary of any agreement between us and any of our affiliates or Service Partners. None of our affiliates or Service Partners has any legal, equitable, or other liability of any kind to you under this Agreement. In

contrast, our parent companies, affiliates subsidiaries, agents, predecessors in interest, successors in interest, participating service centers, and Service Partners are intended beneficiaries of the protections contained in this Agreement relating to, among other things, limitations regarding the Service and its use and limitations on liability.

17.5. ASSIGNMENT: We can assign this Agreement, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion. You cannot assign this Agreement (or any portion thereof) without our written consent and any attempted assignment without our written consent is null and void.

## 18.0 AIRSYNC™ SITE USE AGREEMENT

THIS AIRSYNC™ SITE USE AGREEMENT IS AN INTEGRAL PART OF THE AIRSYNC™ TERMS OF SERVICE (“TOS”). By checking the box acknowledging that you have read or after scrolling through all of the TOS you have had the opportunity to have read all the AIRSYNC™ TOS and that you agree to be bound thereby, a user of this AIRSYNC™ Site necessarily agrees to be bound by this AIRSYNC™ SITE USE AGREEMENT.

When you or any other person, employee or representative authorized by you (collectively referred to as “You” or “Your”) use the AIRSYNC™ Site and any of the content, products or services within or linked to the AIRSYNC™ Site (collectively the “AIRSYNC™ Site”), You accept these terms and conditions (this “Site Use Agreement”). Do not use the AIRSYNC™ Site if You do not agree to this Site Use Agreement.

18.1. All Services made available to you as a subscriber whether or not through the AIRSYNC™ Site shall be governed by the AIRSYNC™ terms of service which are available at: [www.air-sync.com/tos](http://www.air-sync.com/tos)

18.2. As between You, AIRSYNC INC, and its third-party licensors and suppliers, AIRSYNC INC or such third party licensors and suppliers are the sole owners of all content on the AIRSYNC™ Site, including, without limitation, all copyrights, trademarks, service marks, patent, trade secret, and other intellectual property rights in the AIRSYNC™ Site, and any modifications, corrections or enhancements thereto. AIRSYNC INC is the sole owner of the AIRSYNC™ Site. Subject to the limited rights expressly granted hereunder, AIRSYNC INC reserves all rights, title and interest in and to the AIRSYNC™ Site and the content supplied therein. AIRSYNC INC reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of the AIRSYNC™ TOS and to suspend or end your use of the AIRSYNC™ Site for any operational or governmental reason or violation of this Site Use Agreement. Unauthorized use of the AIRSYNC™ Site or the network infrastructure and/or data display by a person or entity

that is not the authorized user of the account is illegal, and AIRSYNC INC reserves the right to take legal action. AIRSYNC INC grants no rights to You hereunder other than as expressly set forth in this Site Use Agreement.

18.2.1. Should You provide AIRSYNC INC with information, including, but not limited to, feedback, data, answers, questions, comments, suggestions, improvements, observations, evaluation information plans, ideas, or the like, relating to the AIRSYNC INC AIRSYNC™ Site (collectively “Feedback”), either orally or in writing, AIRSYNC INC shall be free to use any such Feedback for any purpose including but not limited to modification and improvement of the AIRSYNC™ Site without compensation and AIRSYNC INC shall own all the intellectual property rights relating to such modifications and improvements. To the extent You provide any Feedback, You grant AIRSYNC INC a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate all intellectual property rights in such Feedback to AIRSYNC INC and agree not to assert any related rights against AIRSYNC INC.

18.3. Trademarks. The AIRSYNC INC and the AIRSYNC™ names, trade names, trademarks and logos, as well as all related product and service names, design marks and slogans, are the property of AIRSYNC INC or an AIRSYNC INC affiliate, and may not be used by You absent prior written consent of AIRSYNC INC. The AIRSYNC™ Site may contain other proprietary notices, content or describe products, services, processes or technologies owned by AIRSYNC INC or third parties. Except as may be expressly set forth herein, nothing contained herein shall be construed as granting to the user a license or right under any copyright, trademark, patent, right of publicity or right of privacy or other proprietary or intellectual property right of AIRSYNC INC or any third party. The AIRSYNC INC name and AIRSYNC™ trademark must not be associated with unfair, deceptive or libelous advertising or commentary or used in any way that will tend to injure or compromise our professional reputation and corporate identity and policies.

18.4. Registration. In order to use the features of the AIRSYNC™ Site, you will be asked to create a user Account and password (an “Account”) and provide certain information registration data. However, You may not register for, access or use the AIRSYNC™ Site if (i) You are under the age of 18; or (ii) You are a person barred from accessing the AIRSYNC™ Site or content under the laws of the United States or other countries, including the country in which You reside or from which You access the AIRSYNC™ Site. The collection and use of this information is governed by the AIRSYNC INC PRIVACY POLICY, available at [www.air-sync.com/privacy](http://www.air-sync.com/privacy) and incorporated herein by reference.

AIRSYNC INC may accept or reject registrations at its sole discretion. You are responsible for keeping Your password confidential and for all activity that occurs through Your account. You will immediately notify AIRSYNC INC if you become aware of suspected or actual misuse or compromise of Your Account or if Your Account

information is lost or stolen. AIRSYNC INC will not be liable for any loss or damage arising from Your failure to comply with this section.

18.4.1. AIRSYNC INC may (i) contact You to confirm some or all of Your registration data, (ii) to send You important information and notices regarding the AIRSYNC™ Site and your Account by email, messaging or other means based on the information You provide to AIRSYNC INC or (iii) use information about your use of the AIRSYNC™ Site to better serve You and AIRSYNC INC may share this information with its affiliates, participating service center, agents, contractors and Service Partners to offer You a full range of additional products and services. With your consent, we may provide your contact information to our Service Partners who may send you information about products, services or offers that may be of interest to you.

18.5. Limited License. Subject to Your compliance with this Site Use Agreement, AIRSYNC INC grants to You a limited, non-sublicensable, non-transferable, non-exclusive, and terminable license during the Term of this Site Use Agreement to access, view and use the AIRSYNC™ Site, including the content contained therein, subject to any access restrictions or fees AIRSYNC INC may establish from time to time.

18.6. Use Restrictions. You agree to use the AIRSYNC™ Site for lawful purposes only. You must not (i) resell, sublicense, lease, redistribute, transfer or otherwise make the AIRSYNC™ Site available to any third party; (ii) modify, copy, harvest, collect, or create derivative works based on the AIRSYNC™ Site; (iii) copy, frame or mirror any part or content of the AIRSYNC™ Site; (iv) reverse engineer the AIRSYNC™ Site; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the AIRSYNC™ Site; (vi) send or store infringing or unlawful material using the AIRSYNC™ Site; or (vii) access or use the AIRSYNC™ Site for the purpose of building a competitive product or service or for benchmarking, monitoring availability, comparative analysis or similar purposes.

18.6.1. You must not propagate any virus, worms, malware, Trojan horses, or other programming routine that damage the AIRSYNC™ Site. You may not use any data mining robots (“bots”), hardware or software modules that add a specific feature or service by plugging into an existing larger system (“plug-ins”), or other data gathering and extraction tools, scripts, applications, or methods on the AIRSYNC™ Site. You may not use spiders, robots, data mining techniques or other automated devices or programs to mine, harvest, collect, store, catalog, download or otherwise reproduce, store or distribute content available on the AIRSYNC™ Site. You may not use any such automated means to manipulate the AIRSYNC™ Site or attempt to exceed the limited authorization and access granted to You under this Site Use Agreement. You may not use any device, software or hardware to bypass any operational element or to interfere, or attempt to interfere, with the proper working of the AIRSYNC™ Site, its servers or activities conducted therein. You may not take any action that imposes an unreasonable or disproportionately large load on the AIRSYNC™ Site or its network infrastructure or

that adversely affects our network or other customers. You may not decompile, reverse engineer, modify or disassemble any of the software in or associated with the AIRSYNC™ Site or its network infrastructure. You may not use any meta tags or any other “hidden text” using the AIRSYNC INC name or any AIRSYNC INC trademark without AIRSYNC INC’s prior written permission. You may not otherwise exceed your limited access to the AIRSYNC™ Site as authorized by AIRSYNC INC.

18.6.2. By transmitting, uploading, posting or submitting any information or material using the AIRSYNC™ Site tools, you (i) represent that such information is not confidential, secret or proprietary information belonging to someone else; and (ii) warrant that no other party has rights to the information and that your transmission, posting, uploading or submission of the information does not violate any copyright or other laws.

18.6.3. You are not permitted to use the AIRSYNC™ Site for any competitive purposes.

18.6.4. Web Links. The AIRSYNC™ Site may contain links and references to third-party websites, which are provided for your convenience. AIRSYNC INC is not responsible for the content or information contained on such third-party websites and inclusion of such links does not imply endorsement by AIRSYNC INC of those third-party websites or the content contained thereon. You may not link to any page of the AIRSYNC™ Site unless AIRSYNC INC authorizes You in writing. You may not utilize logos, marks, or other distinctive graphics, video, or audio material in Your links, without AIRSYNC INC’s express written permission, which AIRSYNC INC may withhold in its discretion. You may not link in any manner reasonably likely to imply affiliation with or endorsement or sponsorship by AIRSYNC INC or cause confusion, mistake, or deception.

18.7. Consent to Monitoring and Disclosure.

AIRSYNC INC is under no obligation to monitor Your Content, the Content and any other information residing on or transmitted to our servers. However, anyone using this AIRSYNC™ Site agrees that AIRSYNC INC may monitor the site and its servers’ contents periodically to (1) comply with any necessary laws, regulations or other governmental requests, and (2) operate the AIRSYNC™ Site properly or to protect itself and its users. AIRSYNC INC reserves the right to modify, reject or eliminate any information residing on or transmitted to its servers that it, in its sole discretion, believes is unacceptable or in violation of these terms and conditions and to suspend or end your access to the site for any operational or governmental reason or violation of these terms and conditions. Unauthorized use of this site or the network infrastructure and/or data display by a person or entity that is not the authorized user of the account is illegal and AIRSYNC INC reserves the right to take legal action.

18.8. Submission of Ideas

We welcome your comments about our site, products and services (“Comments”). However, we ask you limit your Comments to your experience with our site, products and services. Please do not send to us any unsolicited creative ideas, suggestions or materials, including but not limited to creative artwork samples, feedback, data, answers, questions, comments, suggestions, plans, ideas for new products, promotions, product names, advertising campaigns, technologies or processes (“Ideas”). The Comments and Ideas that you may submit shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by AIRSYNC INC for any purpose whatsoever. Please understand that AIRSYNC INC makes no assurances that your Comments and Ideas will be treated as confidential or proprietary. Please also understand that AIRSYNC INC shall be free to copy, use, modify, disclose and distribute your Comments and Ideas without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you.

18.9. Subject to Change. AIRSYNC INC reserves the right to modify this Site Use Agreement and the policies and practices associated with the use of the AIRSYNC™ Site. Such modifications may include, without limitation, implementation of user priorities, implementation of rules for use, discontinuance of functional aspects of the AIRSYNC™ Site, and new or additional charges or prices for services. If You do not agree to the changes, You must stop using the AIRSYNC™ Site. AIRSYNC INC may add, withdraw or modify any content or service features contained within the AIRSYNC™ Site at any time in its sole discretion and Your continued use of the AIRSYNC™ Site constitutes your agreement to the changes. AIRSYNC INC may discontinue, terminate, suspend or shut down the AIRSYNC™ Site or particular pages in its sole discretion and without notice. Your license shall automatically terminate if AIRSYNC INC discontinues, terminates, suspends or shut downs the AIRSYNC™ Site.

18.10. Limitation of Liability and disclaimer of warranties. THE USER OF THE AIRSYNC™ SITE ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SITE AND THE INTERNET GENERALLY. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE AIRSYNC™ SITE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AIRSYNC INC, ITS AFFILIATES, LICENSORS AND SERVICE PARTNERS DISCLAIM ALL WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO ANY CONTENT, INCLUDING BUT NOT LIMITED TO THE DOCUMENTATION AND RELATED GRAPHICS ACCESSED FROM OR VIA THIS SITE OR THE INTERNET, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE CONTENT PROVIDED ON THE AIRSYNC™ SITE OR ITS SERVERS IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE. NO ADVICE OR CONTENT GIVEN BY AIRSYNC INC, ITS AFFILIATES, LICENSORS, SERVICE PARTNERS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. NEITHER AIRSYNC INC NOR ITS AFFILIATES WARRANT THAT THE CONTENT ON THIS SERVER OR ON THE INTERNET GENERALLY WILL BE UNINTERRUPTIBLE OR ERROR FREE OR THAT ANY CONTENT, SOFTWARE OR OTHER MATERIAL ACCESSIBLE FROM THIS SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AIRSYNC INC DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR ANY USEFULNESS OF ANY CONTENT, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THE SERVER OR OTHER MATERIAL ACCESSIBLE FROM THE AIRSYNC™ SITE. IN NO EVENT SHALL AIRSYNC INC BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY CONTENT, THIS SITE OR THE INTERNET GENERALLY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER AIRSYNC INC NOR ITS AFFILIATES, LICENSORS, OR THIRD-PARTY VENDORS WARRANT THAT YOUR DATA OR CONTENT PROVIDED ON OR AVAILABLE THROUGH THE AIRSYNC™ SITE WILL MEET YOUR NEEDS, BE UN-INTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE, OR THAT CONTENT OR MATERIAL PROVIDED ON OR AVAILABLE THROUGH THE AIRSYNC™ SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT AVAILABLE ON OR ACCESSIBLE THROUGH THE AIRSYNC™ SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO ADVICE OR INFORMATION GIVEN BY AIRSYNC INC, ITS AFFILIATES OR ITS LICENSORS, OR SUPPLIERS WILL CREATE ANY WARRANTY.

IN NO EVENT SHALL AIRSYNC INC, ITS AFFILIATES, LICENSORS, OR THIRD PARTY VENDORS BE LIABLE FOR ANY LOSSES RESULTING FROM YOUR USAGE OF OR INABILITY TO USE THE AIRSYNC™ SITE OR ANY SERVICES INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, MALWARE, LINE FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA, LOSS OF YOUR DATA OR CONDUCT OF ANY THIRD PARTY ON OR IN THE AIRSYNC™ SITE AND ALL OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR LOST PROFITS. THESE LIMITATIONS ON LIABILITY APPLY WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORTIOUS ACTION ARISING OUT OF OR IN CONNECTION WITH YOUR DATA OR THE CONTENT AVAILABLE ON OR ACCESSIBLE THROUGH THE AIRSYNC™ SITE AND THE LIMITATIONS APPLY EVEN IF LIMITED LIABILITY

PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND IS LIMITED TO THE EXTENT PERMITTED BY LAW.

YOU ASSUME FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY YOUR REQUIREMENTS FOR ACCURACY AND SUITABILITY OF THE AIRSYNC INC AIRSYNC™ SITE.

YOU AGREE AND ACKNOWLEDGE THAT THESE LIMITATIONS ON THE LIABILITY OF AIRSYNC INC AND OTHER REFERENCED LIMITED LIABILITY PARTIES REFLECT A REASONABLE ALLOCATION OF RISK AND THAT SUCH ALLOCATION OF RISK IS A SIGNIFICANT INDUCEMENT FOR AIRSYNC INC TO ALLOW YOU TO ACCESS AND USE THE AIRSYNC™ SITE.

18.10.1. Specific Disclaimer of endorsements. Without limiting any of the foregoing, reference in AIRSYNC™ SITE to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply its endorsement, sponsorship or recommendation by AIRSYNC INC. Product and service information is the sole responsibility of each individual vendor. We encourage you to be aware when you leave our site and to read the terms and conditions and privacy statements of each and every web site that you visit. We are not responsible for the practices or the content of such other web sites.

18.11. Indemnification. You agree to indemnify, defend and hold AIRSYNC INC, its parents, subsidiaries and affiliates, and its and their respective directors, officers, members, partners, employees, agents, successors and assigns, its licensors and suppliers harmless from any and all third party claims, damages, losses, liabilities, actions, fines, penalties, judgments, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) any act or omission by You in connection with use of the AIRSYNC™ Site; (ii) Your access to or use of the AIRSYNC™ Site other than as expressly allowed by this Site Use Agreement; (iii) Your violation of this Site Use Agreement; (iv) the infringement by You of any intellectual property or other right of any person or entity; or (v) Your violation of laws and regulations.

18.12. Compliance with Laws. You will adhere to all laws, rules, and regulations applicable to Your use of the AIRSYNC™ Site, including this Site Use Agreement, AIRSYNC INC's Acceptable Use Policy, AIRSYNC INC's Content Policy and the other restrictions contained herein.

18.13. Scope of Site Use Agreement. If you are not a subscriber to our Service, this Site



Use Agreement constitutes the entire agreement between You and AIRSYNC INC relating to Your use of and access to the AIRSYNC™ Site. If You are a subscriber to our Service, the AIRSYNC INC AIRSYNC™ TOS including this Site Use Agreement constitutes the entire agreement between You and AIRSYNC INC relating to Your use of and access to the AIRSYNC™ Site.

If you are a subscriber to our Service and there is a conflict or inconsistency between this Site Use Agreement and the AIRSYNC INC AIRSYNC™ TOS this Site Use Agreement will govern the aspects covered thereby related to Your access and use of the AIRSYNC™ Site.

18.14. Term & Termination & Effect of Termination. The term of this Site Use Agreement begins on the date You access, browse and/or use the AIRSYNC™ Site and continues until your access to the AIRSYNC™ Site is terminated or expires (the “Term”). You may terminate your AIRSYNC™ Account at any time for any reason upon notice to AIRSYNC INC. AIRSYNC INC may terminate your AIRSYNC™ Account at any time for any reason upon notice to You. In addition, AIRSYNC INC may terminate your AIRSYNC™ Account without prior written notice to You if: (a) Your account reflects a prolonged period of inactivity or infrequent activity, as solely determined by AIRSYNC INC; (b) You fail to respond to a claim of alleged infringement within a reasonable time; or, (c) You violate the terms of this Site Use Agreement or any AIRSYNC INC policy or other agreement between you and AIRSYNC INC. Upon the effective date of termination of this Site Use Agreement or any Account, your license to use the AIRSYNC™ Site and to access Your Data contained thereon will cease. In such event, preservation of Your Data is your sole responsibility. AIRSYNC INC is under no obligation to preserve or migrate Your Data.

18.15. Governing Law and Jurisdiction. This Site Use Agreement shall be governed by federal law and the laws of the State of Maryland excluding its conflicts of law provision. Except as otherwise provided herein for dispute resolution by arbitration or Small Claims Court and unless otherwise elected by AIRSYNC INC in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Maryland for the purpose of resolving any dispute relating to or arising out of this Site Use Agreement.

18.16. International Use. AIRSYNC INC controls and operates the AIRSYNC™ Site from the United States, but reserves the right to support it with resources from outside the United States. The AIRSYNC™ Site is not intended for use outside of the United States and Your use of the AIRSYNC™ Site is not intended to subject AIRSYNC INC to the laws or jurisdiction of any state, country or territory other than that of the United States. AIRSYNC INC does not warrant the AIRSYNC™ Site is appropriate or available for use in any particular jurisdiction other than the United States and accessing such from certain locations outside of the United States may be illegal and prohibited. You agree that You will not access or use the AIRSYNC™ Site where prohibited by

applicable law, rule or regulation or in a manner that violates the foregoing. If You access or use the AIRSYNC™ Site from such locations, You are acting on Your own initiative, and AIRSYNC INC is not responsible for Your compliance with local laws or other applicable legal or regulatory restrictions. You represent and warrant that You are not (a) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You also agree that You will not use the AIRSYNC™ Site for any purposes prohibited by United States law. AIRSYNC INC may limit the AIRSYNC™ Site’s availability, in whole or in part, to any person, geographic area, or jurisdiction, at any time and in AIRSYNC INC’s sole discretion.

18.17. U.S. Export Controls and Economic Sanctions Laws and Regulations. The AIRSYNC™ Site is subject to U.S. export controls laws and regulations, including but not limited to the Export Administration Regulations (“EAR”), U.S. economic sanctions laws and regulations and regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). You agree that any export, re-export, or retransfer of information AIRSYNC INC provides under this Site Use Agreement will comply with all applicable U.S. export controls and economic sanctions laws and regulations, and such compliance will include obtaining any required export licenses or authorizations from the U.S. government. You further agree that you shall not export, re-export, or retransfer, directly or indirectly, either during the term of this Site Use Agreement or after its expiration, any Information, code or commodities provided by AIRSYNC INC under this Site Use Agreement in any form to destinations in or nationals of Country Groups D:1 or E, as specified in Supplement No. 1 to Part 740 of the EAR, and as modified from time to time by the U.S. Department of Commerce, unless you shall have first obtained AIRSYNC INC’s prior written consent and all required reviews and authorizations from U.S. government agencies.

18.17.1. Additionally, You hereby represent and warrant that: (i) You are not subject to any government order suspending, revoking or denying export or import privileges necessary for the performance of your obligations hereunder; (ii) You are not now based in, do not maintain an office in are not incorporated in or a citizen of and do not intend to travel to Cuba, Crimea, Iran, North Korea, Sudan, Syria or other locations subject to sanctions by the U.S. or other governments; (iii) You will not re-export or divert any content to a country, individual or activity in contravention of applicable laws, rules or regulations; and (iv) You will not use any content in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems or in connection with any materials or equipment that could be used in such weapons or their missile delivery systems or to resell or export them to any entity involved in such activity.

## 18.18. Digital Millennium Copyright Act (“DMCA”).

Pursuant to Title II of the Digital Millennium Copyright Act, all claims of copyright infringement for material that is believed to be residing on the AIRSYNC™ Site, AIRSYNC INC’s system or network, should be promptly sent in the form of written communication to AIRSYNC INC’s Designated Agent:

### Designated Agent for DMCA Notices

AIRSYNC INC  
Attn: Copyright Department  
126 Lullaby Ct  
Germantown Maryland 20874  
Email address: support@air-sync.com

**IMPORTANT NOTE:** No other notices or communications should be sent to the designated agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA.

Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. Sec. 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

- Signature of copyright owner or person authorized to act on behalf of the owner;
- Identification of copyrighted work claimed to be infringed;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
- A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

Please be aware that there are substantial penalties for false claims.

If a notice of alleged copyright infringement under the DMCA has been wrongly filed against you, you may submit a counter-notification to the service provider’s designated agent. A valid counter-notification is a written communication that includes all of the following elements:

- A physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and,
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of federal district court for the judicial district in which the address is located, or if your address is outside of the U.S., for any judicial district in which the service provider may be found, and that you will accept service of process from the complainant.

#### 18.19. How to Report Child Pornography.

Child pornography is the depiction of a child under the age of eighteen (18) engaged in sexually explicit behavior. If you see what you believe is child pornography that has been posted by a third party on the AIRSYNC™ Site, or you receive it through the AIRSYNC™ Site, or on your phone through a text message or by email, please immediately contact your local FBI field office or the National Center for Missing and Exploited Children (“NCMEC”). It is important that you do not copy, send or forward the content unless and until you have been directed to do so by an authorized law enforcement officer. You can find contact information for your local FBI office by visiting the following AIRSYNC™ Site: [www.fbi.gov/contact/fo/fo.htm](http://www.fbi.gov/contact/fo/fo.htm). To contact NCMEC, please call 1-800-843-5678 (Child Pornography Tipline). You can also file a report online at the following NCMEC website: [www.CyberTipline.com](http://www.CyberTipline.com).

#### 18.20. Changes.

All information posted on the AIRSYNC™ Site is subject to change or removal, without notice. In addition, the terms and conditions of this AIRSYNC™ Site Use Agreement may be changed at any time without prior notice. We will make such changes by posting them on this AIRSYNC™ Site. You should check the site for such changes frequently. Your continued access of the AIRSYNC™ Site after such changes conclusively demonstrates your acceptance of those changes.

#### 18.21. Indemnification.

You agree to indemnify, defend and hold harmless AIRSYNC INC and its affiliates, including its and their employees, directors, officers, licensors, service providers, agents, business partners, contractors, distribution partners and representatives from and against any and all third party claims, demands, liabilities, costs or expenses, including attorney’s fees and costs, arising from or related to any breach by you of any of the terms and conditions of this AIRSYNC™ Site Use Agreement or applicable law.

## 18.22. Governing Law

Except for trademark and copyright matters governed by the federal laws of the United States, the foregoing provisions of this AIRSYNC™ Site Use Agreement shall be governed and construed in accordance with the substantive laws of the State of Maryland, without regard to the principles of conflict or law thereof.

18.23. Miscellaneous. This AIRSYNC™ Site Use Agreement Site constitutes the entire agreement between You and AIRSYNC INC with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements and shall not be modified except by a signed amendment of both parties. The failure of either party to exercise or enforce any right or provision of this Site Use Agreement shall not constitute a waiver of such right or provision. Each parent and affiliate of AIRSYNC INC shall be third party beneficiaries to this Site Use Agreement and shall be entitled to enforce and rely upon any provision of this Site Use Agreement that confers a benefit on (or rights in favor) of them. Each party must comply with all applicable laws. You may not transfer, assign or delegate the right and/or duties under this Site Use Agreement without AIRSYNC INC's prior written consent and any attempted assignment or delegation is void. AIRSYNC INC shall have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of the obligations hereunder. If any provision of this Site Use Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

18.23.1. Billing. Data that is used when downloading/uploading and using the AIRSYNC™ Site through a mobile browser will be billed according to the service plan you have with your wireless carrier, or if using the AIRSYNC™ Site through an internet browser will be billed according to the service plan you have with your internet service provider.

18.23. Disputes. You agree to resolve disputes arising out or related to this Site Use Agreement in accordance with the arbitration provisions of the AIRSYNC™ Terms of Service. Except as otherwise provided therein for dispute resolution by arbitration or Small Claims Court and unless otherwise elected by AIRSYNC INC in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Maryland for the purpose of resolving any dispute relating to or arising out of your access to or use of the AIRSYNC™ Site.

LAST UPDATED: August 18<sup>th</sup> 2021.