

Aviem Terms of Use

As part of its crisis response services, Aviem International, Inc. ("**Aviem**") provides certain customers access to and use of its proprietary web-portal, the Strategic Emergency Response Tracking System (SERTS) (the "**System**"), as well as information, data, and other content available on the System ("**Content**"). These Terms of Use (this "**Agreement**") govern Your access to and use of the System and Content on behalf of the Aviem customer You

represent (in either case, "**You**" or "**Your**") and are entered into between by and between You and Aviem.

By accessing or using any part of the System or any Content, or by clicking "I agree" to this Agreement, You agree to enter into and be bound by this Agreement and represent and warrant that You have authority to bind the Aviem customer You represent to this Agreement. If You do not have such authority, or You do not agree to be

bound by this Agreement, do not access or use any part of the System or any Content.

1. DEFINITIONS. Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States.

2. RELATION TO OTHER AGREEMENTS. This Agreement applies solely to Your access to and use of the System and Content available on the System. Aviem's other services and offerings are subject to additional agreements that You may enter into or have entered into in connection with those services and offerings ("**Additional Agreements**"). In the event of a conflict between the terms of this Agreement and terms of any Additional Agreement, this Agreement will control with respect to the System and Content, and the Additional Agreement will control in all other respects.

3. MODIFICATIONS. Aviem reserves the right, at any time, to modify the System or any of the Content, as well as the terms of this Agreement, whether by making those modifications available on the System or by providing notice to You as specified in this Agreement. Any modifications will be effective upon posting to the System or delivery of such other notice. No modifications to this Agreement will impact Your rights or obligations under any Additional Agreement. You may cease using the System or Content or terminate this Agreement at any time if You do not agree to any modification. However, You will be deemed to have agreed to any and all modifications through Your continued use of the System or Content following such notice.

4. ELIGIBILITY. The System is intended for use by employees, contractors or agents of Aviem's existing customers in connection with their use of Aviem's other services and offerings. By accessing or using the System or any Content, You represent and warrant that You are a current employee, contractor or agent of an existing Aviem customer.

5. YOUR ACCOUNT AND CONTENT.

5.1 Account Creation and Responsibility. Before accessing certain portions of the System, You are required to establish an account on the System (an "**Account**"). Approval of Your request to establish an Account will be at the sole discretion of Aviem. Each Account and the user identification and password for each Account (the "**Account ID**") is personal in nature. Each Account is for Your personal use and each Account ID may be used only by You alone. You may not distribute or transfer Your Account or Account ID or provide a third party with the right to access Your Account or Account ID. You are solely responsible for all use of System through Your Account. You will ensure the security and confidentiality of Your Account ID and will notify Aviem immediately if any Account ID is lost, stolen or otherwise compromised. Any transactions completed through any Account or under any Account ID will be deemed to have been lawfully completed by You.

5.2 Your Content. Except as expressly provided by this Agreement, You are solely responsible for the nature of all Content, including Your Account information and any other account passwords, usernames, or other personal information, that You provide, upload, or transfer to the System or generate through Your Account ("**Your Content**"). By providing Your Content, You grant Aviem a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display Your Content throughout the world in any form, media, software, or technology of any kind solely for purposes of providing the System and Aviem's other services and offerings. You agree that Your Content: (a) does not violate this Agreement or any applicable laws; (b) is not libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (c) does not constitute an infringement or misappropriation of the IPR (as defined below) or other rights of any third party; (d) is not an advertisement or solicitation of funds, goods, or services; (e) is not false, misleading, or inaccurate; or (f) could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or

disruptive advertisement. Aviem is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content. You agree that You have all right, title, interest and consent in Your Content necessary to allow Aviem to use Your Content for the purposes for which You provide Your Content to Aviem.

6. ACCESS.

6.1 To the System. Subject to Your compliance with this Agreement, Aviem will permit You to access and use the System solely, (a) for Your internal business purposes, (b) in connection with Your use of Aviem's other services and offerings, and (c) in accordance with the terms of this Agreement.

6.2 To Content. Unless otherwise noted on the System, other than Your Content, all Content available through the System is owned by Aviem or Aviem's Content providers. All Content is for informational purposes only and You are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for Your use of any Content. Subject to Your compliance with this Agreement, You may access and use the Content solely, (a) for Your internal business purposes, (b) in connection with Your use of Aviem's other services and offerings, and (c) in accordance with the terms of this Agreement. You are solely responsible for Your use or reliance upon any Content and acknowledge that Aviem has not verified the accuracy of and will not be responsible for any errors or omissions in any Content.

7. TERM AND TERMINATION. This Agreement is entered into as of the earlier of the date You first access or use System or any Content and will continue until terminated as set forth herein. This Agreement may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under this Agreement. Upon termination of this Agreement for any reason: (1) all rights granted to You under this Agreement will terminate; (2) You will immediately cease all use of and access to the System and all Content, including any Content You obtained prior to termination; and (3) Aviem may, in its sole discretion, delete Your Account or Your Content at any time. Your Content may continue to exist on the System after termination of this Agreement unless You actively delete it or contact Aviem support and request deletion. Sections 1 (Definitions), 7 (Term and Termination), 9 (System Technology), 10 (Ownership), 11 (Representations and Warranties), 12 (Disclaimers), 13 (Indemnity), 14 (Limitation on Liability), 15 (Data Privacy), 16 (Confidentiality), 17 (Disputes), 18 (Notices) and 19 (Additional Terms) will survive any expiration or termination of this Agreement.

8. SUSPENSION. Without limiting Aviem's right to terminate this Agreement, Aviem may also suspend Your access to Your Account and the System (including Your Content), with or without notice to You, upon any actual, threatened, or suspected breach of this Agreement or applicable law or upon any other conduct deemed by Aviem to be inappropriate or detrimental to Aviem, the System, or any other Aviem customer or user.

9. SYSTEM TECHNOLOGY. The System, the Content, and the databases, software, hardware and other technology used by or on behalf of Aviem to operate the System, and the structure, organization, and underlying data, information and software code thereof (collectively, the "**Technology**"), may constitute valuable trade secrets of Aviem. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Technology; (8) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (9) monitor the availability, performance or functionality of the Technology; or (10) interfere with the operation or hosting of the Technology. Aviem uses reasonable means to protect the security of the System, but you acknowledge that perfect security on the internet is impossible and that, as a result, Your Content may be exposed in the event of a breach. Except as set forth in this Agreement, You are granted no licenses or rights in or to the System or Content, or any IPR (as defined below) therein or related thereto.

10. OWNERSHIP. Aviem retains all right, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology and any additions, improvements, updates and modifications thereto. You

receive no ownership interest in or to the Technology and You are not granted any right or license to use the Technology itself, apart from Your ability to access the System under this Agreement. The Aviem name, logo and all product and service names associated with the System are trademarks of Aviem and its licensors and providers and You are granted no right or license to use them. For purposes of this Agreement, “IPR” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

11. REPRESENTATIONS AND WARRANTIES. You represent and warrant to Aviem that: (a) You have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on Your behalf; (c) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement; and (d) Your use of and access to the System and Content, including Your Content, will comply with all applicable laws, rules, and regulations and will not cause Aviem itself to violate any applicable laws, rules, or regulations.

12. DISCLAIMERS. YOU AGREE THAT THE SYSTEM AND CONTENT ARE PROVIDED TO YOU FREE-OF-CHARGE, AS A GRATUITY IN CONNECTION WITH AVIEM’S OTHER SERVICES AND OFFERINGS. ACCORDINGLY, YOU AGREE TO ASSUME ALL RISKS FROM YOUR USE OF THE SYSTEM AND ACKNOWLEDGE THAT THE SYSTEM AND CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE”, AND “WITH ALL DEFECTS.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVIEM DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE TECHNOLOGY, INCLUDING THE SYSTEM AND CONTENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT. AVIEM DOES NOT WARRANT THAT THE SYSTEM OR CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL OR ANY ERRORS WILL BE CORRECTED. AVIEM WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY DATA, INCLUDING YOUR CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVIEM, ITS EMPLOYEES, PROVIDERS, AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES WITH RESPECT TO THE SYSTEM OR CONTENT.

13. INDEMNITY. You hereby agree to indemnify, defend, and hold harmless Aviem and its officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, Users, customers, providers, licensees, and successors in interest (“**Indemnified Parties**”) from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys’ fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising in any manner from: (1) Your access to or use of the System, including any Content; (2) Your Content or other Content You provide through the System; and (3) Your breach of any representation, warranty, or other provision of this Agreement. Aviem will provide You with notice of any such claim or allegation, and Aviem will have the right to participate in the defense of any such claim at its expense.

14. LIMITATION ON LIABILITY. AVIEM WILL NOT BE LIABLE FOR ANY LOSS OF YOUR CONTENT, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE SYSTEM OR CONTENT, EVEN IF AVIEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AVIEM’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ITS PROVISION OF THE SYSTEM AND ALL CONTENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$100. YOU AGREE THAT AVIEM WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, AVIEM’S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. DATA PRIVACY. You expressly consent to the use and disclosure of Your personally identifiable information and Your Content as described in Aviem’s Privacy Policy located at [\[Insert Privacy Policy Web Address\]](#) (“**Privacy Policy**”). Notwithstanding anything in the Privacy Policy, Aviem will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from Your access to and use of the System. To the extent any such non-personally identifiable data or information is

collected or generated by Aviem, the data and information will be solely owned by Aviem and may be used by Aviem for any lawful business purpose without a duty of accounting to You, provided that the data and information is used only in an aggregated form, without directly identifying You or any other entity or natural person as the source thereof.

16. Confidentiality. For purposes of this Agreement, “**Confidential Information**” means the System and all Content, regardless of the form thereof, including all copies and extracts thereof. You will not disclose Confidential Information to any third party without Aviem’s prior written consent. You may disclose the Confidential Information only to Your employees, contractors and agents who have a need to know the Confidential Information for purposes of Your valid use of the System, or Aviem’s other services and offerings, and who are bound by an obligation of confidentiality at least as protective of the Confidential Information as this Agreement. You will treat all Confidential Information with the same degree of care as You treat Your own confidential information which, in no event, will be less than reasonable care. You will not utilize the Confidential Information other than as expressly permitted in this Agreement.

17. Disputes. Any and all disputes under or relating to this Agreement will be governed by and construed in accordance with the terms and conditions of the Additional Agreement governing the access to and use of Aviem’s other services and offerings by the Aviem customer You represent, including any provisions setting governing law or venue, or requiring binding arbitration. Such terms and conditions are incorporated by reference herein.

18. NOTICES. Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Aviem by postal mail to the address for Aviem listed on the System and Aviem’s website. Aviem may provide You with any notices required or allowed under this Agreement by sending You an email to any email address You provide to Aviem in connection with Your Account, provided that in the case of any notice applicable both to You and other users of System, Aviem may instead provide such notice by posting on System. Notices provided to Aviem will be deemed given when actually received by Aviem. Notice provided to You will be deemed given 24 hours after posting to System or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.

19. ADDITIONAL TERMS. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers by Aviem under this Agreement must be in writing or later acknowledged by Aviem in writing. Any waiver or failure by Aviem to enforce any provision of this Agreement on one occasion will not be deemed a waiver by Aviem of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. You may not assign or transfer either this Agreement or any of Your rights or obligations hereunder (in whole or in part and including by sale, merger, consolidation, or other operation of law) without Aviem’s prior written approval. Any assignment in violation of the foregoing will be null and void. Aviem may assign this Agreement to any party that assumes Aviem’s obligations hereunder. The words “include,” “includes” and “including” means “include,” “includes” or “including,” in each case, “without limitation.” The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. The System may contain links to third-party sites that are not under the control of Aviem. Aviem is not responsible for any content on any linked site and You access any third-party site from System at Your own risk.