



END USER LICENSE AGREEMENT

By purchasing or using a FLARM device or by downloading, installing, copying, accessing, or using any FLARM Technology Ltd, Cham, Switzerland (hereafter "FLARM Technology") software, firmware, license key, or data, you agree to the following terms and conditions. If you do not agree with the terms and conditions do not purchase or use the FLARM device and do not download, install, copy, access, or use the software, firmware, license key, or data. If you are accepting these terms and conditions on behalf of another person, company, or other legal entity, you represent and warrant that you have full authority to bind that person, company, or legal entity to these terms and conditions.

If you are purchasing or using a FLARM device, the terms "firmware", "license key", and "data" refer to such items installed or available in the FLARM device at time of purchase or use, as applicable.

1. License and Limitation of use

- 1.1. **License.** Subject to the terms and conditions of this Agreement, FLARM Technology hereby grants to you a non-exclusive, non-transferable right to download, install, copy, access, and use the software, firmware, license key, or data in binary executable form solely for your own personal or internal business operations. You acknowledge that the software, firmware, algorithms, license key, or data and all related information are proprietary to FLARM Technology and its suppliers.
- 1.2. **Limitation of use.** Firmware, license keys, and data may only be used as embedded in and for execution on devices manufactured by or under license from FLARM Technology. License keys and data may only be used in the specific devices, by serial number, for which they were sold or intended. Software, firmware, license keys, and data with an expiration date may not be used after the expiration date. Right to download, install, copy, access, or use software, firmware, license key, or data with an expiration date does not imply right to upgrade or extension of the license beyond the expiration date. No other licenses are granted by implication, estoppel or otherwise.

2. Terms of use of FLARM

- 2.1. Every FLARM installation must be approved by licensed Part-66 certifying staff or the national equivalent. A FLARM installation requires an EASA Minor Change Approval or the national equivalent.
- 2.2. FLARM must be installed according to the Installation Instructions and the EASA Minor Change Approval, or the national equivalent.
- 2.3. FLARM cannot warn in all situations. In particular warnings may be incorrect, late, missing, not being issued at all, show other threats than the most dangerous or distract the pilot's attention. FLARM does not issue resolution advisories. FLARM can only warn of aircraft that are equipped with FLARM, SSR transponders (in specific FLARM devices), or of up-to-date obstacles stored in its database. The use of FLARM does not allow a change of flight tactics or pilot behavior. It is the sole responsibility of the pilot in command to decide upon the use of FLARM.
- 2.4. FLARM may not be used for navigation, separation, or under IMC.
- 2.5. FLARM does not work if GPS is inoperative, degraded, or unavailable for any reason.
- 2.6. The most recent Operating Manual must be read, understood and followed at all times.

- 2.7. The firmware must be replaced once per year (every 12 months). The firmware must also be replaced earlier if a Service Bulletin or other information is published with such instruction. Failure to replace the firmware may render the device inoperable or incompatible with other devices, with or without warning or notice thereof.
 - 2.8. Service Bulletins are published as a Newsletter by FLARM Technology. You are required to sign up for the Newsletter on www.flarm.com to ensure that you are informed of published Service Bulletins. If you are entering into this agreement in a form where your email address is available (e.g. online shop) you may be automatically signed up for the Newsletter.
 - 2.9. After power-up, FLARM performs a self-test which must be monitored by the pilots. If a malfunction or defect is observed or suspected, FLARM must be disconnected from the aircraft by maintenance before the next flight and the device inspected and repaired, as applicable.
 - 2.10. The pilot in command is solely responsible to operate FLARM according to applicable national regulations. Regulations might include, but are not limited to, airborne usage of radio frequencies, aircraft installation, safety regulations, or regulations for sports competitions.
- ### 3. Intellectual Property
- No part of the software, firmware, license keys, data (including obstacle databases), the FLARM radio protocol and messages, and the FLARM hardware and design may be copied, altered, reverse engineered, decompiled or disassembled without an explicit and written approval by FLARM Technology. Software, firmware, license keys, data (including obstacle databases), the FLARM radio protocol and messages, the FLARM hardware and design, and the FLARM logos and name are protected by copyright, trademark and patent laws.
- ### 4. Manipulation
- It is forbidden to intentionally feed artificially generated signals to the FLARM device, its GPS antenna or the external/internal GPS antenna connections, unless agreed with FLARM Technology in writing for limited R&D activities.
- ### 5. FLARM Data and Privacy
- 5.1. FLARM devices receive, collect, store, use, send, and broadcast data to enable the system to work, improve the system, and to enable troubleshooting. This data may include, but is not limited to, configuration items, aircraft identification, own positions, and such data of other aircraft. FLARM Technology may receive, collect, store, and use this data for said or other purposes including Search and Rescue (SAR).
 - 5.2. FLARM Technology may share data with its partners for aforementioned or other purposes. FLARM Technology may in addition publicly make available data from a FLARM device (Flight Tracking). If a FLARM device has been configured to limit tracking, SAR and other services may not be available.
 - 5.3. Data sent or broadcast by FLARM devices may only be used at own risk and under the same conditions as the FLARM device itself, and is encrypted partially to ensure message integrity, system safety and provide protection for the relevant content against eavesdropping, namely by article 3 of the Budapest Convention on Cybercrime as signed and ratified by most countries respectively its national implementations. FLARM Technology is not responsible for any third party device, software, or service receiving, collecting, storing, using, sending, broadcasting, or making publicly available data regardless of whether legally or illegally.



6. **Warranty, Limitation of Liability, and Indemnification**

- 6.1. **Warranty.** FLARM devices, software, firmware, license keys, and data are provided on an "as is" basis without warranty of any kind — either expressed or implied — including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. FLARM Technology does not warrant the performance of the device, software, firmware, license key, or data or that the device, software, firmware, license key, or data will meet your requirements or operate error free.
- 6.2. **Limitation of Liability.** In no event shall FLARM Technology be liable to you or any party related to you for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of data or other such pecuniary loss), whether under a theory of contract, warranty, tort (including negligence), products liability, or otherwise, even if FLARM Technology has been advised of the possibility of such damages. In no event will FLARM Technology's total aggregate and cumulative liability to you for any and all claims of any kind arising hereunder exceed the amount of fees actually paid by you for the device, license keys or data giving rise to the claim in the twelve months preceding the claim. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- 6.3. **Indemnification.** You will, at your own expense, indemnify and hold FLARM Technology, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any use of a FLARM device, software, firmware, license key, or data by you, any party related to you, or any party acting upon your authorization.

7. **General terms**

- 7.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal law of Switzerland (to the exclusion of Swiss Private International Law and of international treaties, in particular the Vienna Convention on the International Sale of Goods dated April 11, 1980).
- 7.2. **Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. To the extent possible the provision will be interpreted and enforced to the greatest extent legally permissible in order to effectuate the original intent, and if no such interpretation or enforcement is legally permissible, shall be deemed severed from the Agreement.
- 7.3. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

- 7.4. **Amendments.** FLARM Technology reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement on www.flarm.com, provided that disputes arising hereunder will be resolved in accordance with the terms of the Agreement in effect at the time the dispute arose. We encourage you to review the published Agreement from time to time to make yourself aware of changes. Material changes to these terms will be effective upon the earlier of (i) your first use of the FLARM device, software, firmware, license key, or data with actual knowledge of such change, or (ii) 30 days from publishing the amended Agreement on www.flarm.com. If there is a conflict between this Agreement and the most current version of this Agreement, posted at www.flarm.com, the most current version will prevail. Your use of the FLARM device, software, firmware, license key, or data after the amended Agreement becomes effective constitutes your acceptance of the amended Agreement. If you do not accept amendments made to this Agreement, then it is your responsibility to stop using the FLARM device, software, firmware, license key, and data.
- 7.5. **Governing Language.** Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern. ■