

DextraData Aviation Technologies GmbH General Terms & Conditions of Supply (GTCS)

Version: 1.0 | Effective Date: 15th of April, 2026

These General Terms & Conditions of Supply ("GTCS") govern all quotations, proposals, order forms, statements of work, and sales issued by DextraData Aviation Technologies GmbH ("Supplier") and any order(s) placed by a customer ("Customer") for the Supplier's services, software, and deliverables. Supplier and Customer are each a "Party" and together the "Parties".

This GTCS template is tailored for aviation software/SaaS, data services, and professional services, and is intended for B2B transactions.

1. Applicable Documents & Order of Precedence

The entire agreement between the Parties in relation to the services (the "Agreement") comprises, in the following order of precedence:

1. the Order Form;
2. the Statement(s) of Work (SOW);
3. these GTCS.

2. Term

The Agreement enters into force on the effective date stated in the Order Form and remains effective until completion of the Services, unless terminated earlier in accordance with the Agreement.

3. Definitions

Unless otherwise defined, the following terms apply:

- "Aeronautical Data": Aeronautical information accessible through the Services, e.g., AIP data, data from national/international authorities, third-party sources, and/or Customer-provided data.
- "Confidential Information": Non-public information disclosed by a Party (including affiliates, partners, subcontractors) relating to business, pricing, software, designs, specifications, source data, architecture, or other sensitive matters, whether marked confidential, described as confidential at disclosure, or reasonably understood to be confidential; includes copies and derivative works.
- "Deliverables": Any product, software, data, report, documentation, or other outputs to be delivered by Supplier.
- "DPA": A data processing agreement between the Parties (if applicable) governing Personal Data processing.
- "EULA": End-User Licence terms included in these GTCS governing permitted use and restrictions.

- "Fees": All fees, costs, and charges payable to Supplier as set out in the Order Form/SOW.
- "Intellectual Property Rights / IPR": All intellectual property rights worldwide, registered or unregistered, including patents, copyrights, database rights, trademarks, trade secrets, know-how, and applications.
- "Order Form": The mutually signed order between the Parties, referencing the SOW(s) and GTCS.
- "Permitted User": Third parties explicitly authorised in the Order Form to use the Services on Customer's behalf.
- "Personal Data / Processing / Controller / Processor / Data Subject": Meanings as in the GDPR (EU) 2016/679, insofar as relating to the Agreement.
- "Services": Any services performed by Supplier (including SaaS/platform services), as described in an Order Form/SOW, and including the Software and Deliverables.
- "Software": Supplier's or its licensors' proprietary software (including databases and documentation) and any updates or upgrades provided by Supplier.
- "Update": Updates, upgrades, enhancements, new versions, or other modifications released by Supplier.

Headings are for convenience only and do not affect interpretation.

4. Fees, Taxes & Payment

- Fees & Currency. Fees are as stated in the Order Form/SOW and are exclusive of taxes and duties. Unless otherwise specified, Fees are in EUR.
- Indexation. Unless expressly stated otherwise, recurring Fees may increase by up to 5% per calendar year or as otherwise specified in the Order Form.
- Expenses. Travel and living expenses (e.g., flights, accommodation, meals, ground transport) reasonably incurred in performance of Services are chargeable at cost; an itinerary and estimate can be provided on request prior to travel.
- Invoicing & Due Date. Invoices follow the Order Form schedule and are payable 30 days from invoice date by bank transfer; Customer bears its bank charges.
- Late Payment. Overdue amounts may accrue interest at the ECB base rate + 8% from due date to payment date; Supplier may also charge a legally permissible minimum late-recovery fee per invoice. Late payment may result in termination of the agreement.
- No Set-off; Withholding Gross-Up. Payments are made without set-off or deduction. If law requires withholding, Customer shall gross-up so Supplier receives the full contracted amount and shall provide evidence of the withholding remittance.
- Auto-Renewal Pricing Notice. For Services with automatic renewal, Supplier may notify new pricing at least 6 months before renewal.

5. Licence, Use & Restrictions (EULA)

1. Grant. Subject to the Agreement, Supplier grants Customer a non-exclusive, non-transferable, non-assignable, worldwide licence for the term to use the Services (including Software and Supplier IPR) for Customer's internal civil aviation business purposes only.
2. Permitted Users. Customer shall ensure Permitted Users comply with the Agreement and is responsible for their acts/omissions.
3. Security & Operation. Customer shall use the Services in a secure environment; follow documentation and supported configurations; ensure trained personnel operate the Services; and not remove IPR notices.
4. Prohibitions. Customer and Permitted Users shall not: sell, resell, rent, lease, pledge, sublicense, disclose, or share the Services or underlying data with third parties; reverse engineer, decompile, or derive source code; modify, adapt, or create derivative works; or integrate the Services into another product without written approval. Breach of any of the aforementioned prohibitions may result in termination of the agreement.
5. Approvals. Any approvals or authorisations required by competent authorities for use of the Services are Customer's responsibility.

6. Confidentiality

Confidential Information received shall be used solely to perform the Agreement and disclosed only to those with a need-to-know (employees, advisors, subcontractors, and Supplier affiliates) under obligations of confidentiality. Exclusions include public information not due to breach, prior lawful possession, independent development, or third-party lawful disclosure. Compelled disclosure is permitted with prior notice, where lawful. Obligations survive ten (10) years after expiry/termination.

7. Intellectual Property

1. Ownership. All IPR in or relating to the Services, Software, Deliverables, Updates, designs, methods, and derivative works ("Supplier IPR") remain the exclusive property of Supplier and/or its licensors/partners/subcontractors.
2. Third-Party IPR / Open Source. Access to third-party or open-source components is subject to their licences; Customer shall comply with those terms.
3. IPR Indemnity. Supplier will defend or settle third-party claims alleging that authorised use of the Services infringes IPR and pay final damages/costs awarded, provided Customer promptly notifies, grants Supplier sole control, makes no admission, and cooperates. Remedies may include procuring rights, modifying/replacing the Service to be non-infringing with equivalent functionality, or (if not feasible) terminating the affected Service with appropriate refund for the unused period.

4. Exclusions. No liability arises from compliance with Customer specifications, combinations with non-approved items, continued use after notice, failure to implement Updates, or unauthorised use.

8. Customer/Third-Party Furnished Items

Where Services rely on Customer-furnished or third-party data (including Aeronautical Data), Customer is responsible for timely provision (unless otherwise stated in the SOW). Supplier does not verify completeness/accuracy of such data; related outputs are provided "as is" without warranty.

9. Delivery

Unless otherwise stated, data and documentation (and revisions) are delivered electronically and deemed delivered upon Supplier's electronic notice of availability. Physical deliverables (if any) are supplied FCA Supplier's premises, Essen, Germany (Incoterms® 2020), with title passing upon full payment.

10. Warranty

1. Scope. Supplier warrants that: (i) Services will materially conform to Supplier specifications in the SOW; (ii) Supplier-manufactured physical items will be free from defects in materials, workmanship, and design; and (iii) SaaS will be provided using commercially reasonable efforts consistent with industry standards to minimise errors and interruptions (per any applicable SLA).
2. Remedies. Customer's exclusive remedies are: repair/replace or (if impracticable) refund of Fees for the defective part; or, for SaaS, a correction or workaround in line with the SOW/SLA. Claims must be made within the warranty period and within sixty (60) days of discovery, with evidence, and confirmed by Supplier's examination.
3. Exclusions. Warranty excludes defects due to misuse, unauthorised modification, unsupported environments, failure to install Updates, third-party components not provided/approved by Supplier, normal wear and tear, or use for purposes other than intended.

11. Suspension & Termination

Either Party may terminate for material breach not cured within the applicable cure period, for insolvency events, or for violations of sanctions, export control, anti-bribery, anti-money-laundering, or counter-terrorism laws. On termination, all amounts due become immediately payable; licences terminate; and Customer must cease use and return/destroy Confidential Information.

12. Liability & Insurance

1. Disclaimer; Indirect Loss. Except as expressly provided, Supplier disclaims all implied warranties. Supplier is not

liable for loss of profit, revenue, use, data, or any indirect, incidental, special, or consequential damages subject to clause 12.2.

2. Cap. Supplier's aggregate liability under the Agreement shall not exceed the Fees paid or payable by Customer for the twelve (12) months immediately preceding the event giving rise to the claim for the relevant Service. The foregoing exclusions and limitations of liability shall not apply to (i) liability arising from a guarantee, (ii) liability under the German Product Liability Act (Produkthaftungsgesetz), (iii) liability for injury to life, body or health, or (iv) liability for damages caused by wilful misconduct or gross negligence.
3. Aviation Context Indemnities. For consulting and training services delivered outside aircraft operations, each Party indemnifies the other for loss of/damage to its own property and injury/death of its personnel, except for the other Party's wilful misconduct or gross negligence. For other Services (including operational use), Customer is responsible for losses arising from use, possession, or processing of the Services, except to the extent directly caused by Supplier's wilful misconduct or gross negligence.
4. Insurance. Customer shall maintain adequate insurance appropriate to its operations and shall, upon request, provide certificates in English. Where aviation liabilities apply, Customer shall name Supplier as additional insured under its Comprehensive Aviation Legal Liability (including War Risks and Allied Perils and the AVN52E or successor endorsement), and obtain waivers of subrogation from hull insurers to the extent of Customer's obligations. Deductibles are borne by Customer.
5. Basis of Bargain. The Parties agree these disclaimers and limitations are fundamental to the allocation of risk.

13. Force Majeure

Supplier is not responsible for delay or failure caused by events beyond its reasonable control (including, in particular but not limited to, acts of God, natural disasters, war, governmental actions, labour disputes, supply chain failures, satellite or internet disruption, cyber-attacks, epidemics/pandemics, terrorism/civil unrest, embargoes/sanctions, energy shortages/utilities failure, labour disputes, strikes or lockouts, failures of third party service providers to the extent such providers are not under Supplier's control and have not been negligently selected or managed by Supplier).

14. Governing Law & Jurisdiction

This Agreement is governed by the laws of the Federal Republic of Germany, excluding conflict-of-law rules and the UN CISG. Courts having jurisdiction are the competent courts of Essen, Germany, and each Party irrevocably submits to such jurisdiction.

15. Independent Contractors

The Parties are independent contractors; nothing herein creates an agency, partnership, or joint venture; neither Party may bind the other.

16. Changes to the Agreement (Change Control)

The Agreement constitutes the entire agreement and supersedes prior understandings. Changes (including scope changes) are not binding unless set out in a written instrument signed by both Parties (e.g., a change order).

17. Contract Language

This Agreement is drafted in English, which is the only binding language. Translations are for convenience only.

18. Severability

If any provision is held unlawful or unenforceable, the remaining provisions remain in force; the Parties shall replace any invalid provision with a valid one of similar effect.

19. Waiver

Failure to enforce any provision does not constitute a waiver of that or any other provision.

20. Subcontracting

Supplier may subcontract in whole or in part and remains responsible for delivery.

21. Assignment

Neither Party may assign the Agreement without the other's written consent, except Supplier may assign to its affiliates or in connection with merger, reorganisation, or sale of substantially all assets/business.

22. Notices

Notices shall be delivered by personal delivery, registered mail, courier, or email. Unless proved otherwise, delivery occurs on dispatch for personal delivery/email, or three (3) calendar days after posting for mail/courier.

Supplier:

DextraData Aviation Technologies GmbH
Girardetstrasse 4
45131 Essen, Germany
Email: [info@talora.aero]

Customer: As stated in the Order Form (invoice recipient). Either Party may update notice details with ten (10) days' written notice.

23. Export Control & Sanctions; Civil Use Only

Each Party represents it is not a sanctioned person and will comply with applicable EU, UK, US, and UN export control and sanctions laws ("Export Laws"). Services may be subject to Export Laws. Customer shall obtain any import/export authorisations necessary for Supplier to perform. If any item/data provided by Customer is export-controlled, Customer shall notify Supplier in writing, label such items, and provide classification details. Supplier's obligations are subject to obtaining required licences; failure to obtain licences does not give rise to liability. Customer and Permitted Users shall use the Services only for civil purposes; if any military end-use is intended, Customer must notify Supplier in advance and Supplier may suspend delivery.

24. Communications & Publicity

A joint press release announcing adoption of the Services may be issued upon execution, subject to mutual written approval of content and timing. Supplier may list Customer as a reference.

25. Service Evolution & Updates

Supplier may change internal processes, tools, suppliers, or trademarks used to provide the Services. Supplier may provide Updates offering similar or improved capability with sixty (60) days' prior notice; Customer shall implement required Updates within the notified timeframe and at its own cost where applicable. Supplier may correct/modify SaaS at its discretion; Customer will be informed via the Services.

26. Data Protection & Privacy (GDPR)

Customer will provide only the Personal Data necessary for the Services and is responsible for establishing lawful grounds and giving notices/obtaining consents. Where Supplier acts as Controller, Supplier's privacy notice applies; where Supplier acts as Processor, a separate DPA shall set out roles, instructions, and safeguards (including transfer mechanisms where needed).

27. Compliance with Laws; Anti-Bribery & Anti-Corruption

Each Party shall comply, and shall procure its executives, employees, subcontractors, agents, and Permitted Users comply, with applicable laws and regulations, including anti-bribery, anti-corruption, anti-money-laundering, counter-terrorism financing, data protection, and export controls. No improper benefits shall be offered, given, requested, or received in relation to the Agreement; breach may result in termination.

28. Audit & Compliance (Optional)

Upon reasonable prior notice, during normal business hours, and no more than once per twelve-month period (unless for cause), Customer may audit Supplier's compliance with security and data protection obligations relevant to Customer's data, via reports

(e.g., ISO/IEC 27001 certificate, audit summaries) or a questionnaire; on-site audits require a separate agreement and shall not disrupt Supplier operations or expose other customers' confidential information.

29. Service Levels & Support (By Reference)

Any service levels, credits, and support terms are defined in a Service Level Agreement (SLA) referenced in the Order Form/SOW and incorporated herein by reference.

30. Survival

Provisions which by their nature should survive (including payment obligations, confidentiality, IPR, limitations of liability, data protection, governing law, and dispute resolution) shall survive termination or expiry.

31. Counterparts & Electronic Signatures

The Agreement may be executed in counterparts (including scanned or electronically signed copies), each deemed an original and together one instrument.

Schedules. (as applicable)

- Schedule A – Order Form
- Schedule B – Statement(s) of Work
- Schedule C – Service Level Agreement
- Schedule D – Data Processing Agreement (if Supplier is Processor)
- Schedule E – Security & Architecture Overview (hosting, regions, data residency)
- Schedule F – Information Security (ISMS)
- Schedule G – Quality Management (QMS) and Aviation Data

Signed for and on behalf of:

DextraData Aviation Technologies GmbH

Name: _____

Title: _____

Signature: _____

Date: _____

Customer

Name: _____

Title: _____

Signature: _____

Date: _____