

Terms & Conditions

These online Terms & Conditions (“Terms & Conditions”) by and between International Flight Support 2020 ApS (“Supplier”), and the Customer (as defined below), together with any and all applicable Order Forms, Purchases, Exhibits and/or Schedules (defined below collectively as the “Agreement”), constitute a binding agreement between Supplier and Customer and set forth the Terms & Conditions pursuant to which Customer may access and/or use the Services.

The Supplier may update the Terms & Conditions with a written notice of three (3) months. The Supplier last updated the Terms & Conditions on 14 January 2026. A record of the previous version of the Terms & Conditions and Service Level Agreement can be found [here](#).

By signing any Agreement or subscribing to any of the Supplier’s Services, or otherwise using any of the Services, the Customer: (i) acknowledges that they have read, agreed and will comply with this Agreement; (ii) warrants that they have the right, power, and authority to enter into this Agreement on behalf of the corporation, governmental organization, or other legal entity, and to bind such organization to these Terms & Conditions.

1. Definitions

“Active aircraft”	Each aircraft tail number that the Customer has signed into the Active aircraft status in the Customer Portal.
“Agreement”	These Terms & Conditions along with the Service Level Agreement (“SLA”) and the signed Service Agreement, which includes Order Forms, Purchases, Exhibits, Schedules, technical requirements and specifications, initial aircraft tail count, and first payment information.
“AOG”	Aircraft on Ground for the situation where Customer is not able to conduct flight operations.

“Change Request”	Any request or requirement from the Customer that is outside of the initial Services specified in the Agreement, including, but not limited to new functionality, UI modifications, integration with third-party systems or customer-specific SOP implementation.
“Confidential Information”	Any proprietary and confidential information disclosed, in the course of and during the Term of the Agreement, by one Party (the Disclosing Party) to another Party (the Receiving Party).
“Customer”	Refers to the company or other legal entity on behalf of which an authorized individual is accepting this agreement.
“Customer Data”	All information received by the Supplier and used to establish the Services, including, but not limited to flight data, 3rd party integrations data, reporting structures and information, or any other kind of data requested by the Supplier and received either in digital or physical form.
“Customer Portal”	The Services’ administrative site made available to the Customer and as amended from time to time. The site is accessible via a standard web-browser. The site allows the use of various administrative tools in accordance with the customer supported Services. Standard access includes flight status overview, historical flight data and flight reports, administration of users, accesses and email reporting, aircraft management.
“Day”	Any calendar day.
“EFB”	Electronic Flight Bag definition as adopted and utilized by the airline industry.

“Effective Date”	The signature date on the Service Agreement will be referred to as the “Effective Date” in which the Agreement between the Parties comes into force.
“Intellectual Property”	All intellectual property and technology, regardless of form, including without limitation: (a) published and unpublished works of authorship; (b) inventions and discoveries, including business methods, compositions of matter, methods, and processes and new uses for any of the preceding items; (c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, service, or to indicate a form of certification; (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible; and (e) computer programs, database configuration and architectures, services, development, processes, engineering, ciphering techniques, concepts, systems, experimental studies, formulae, product designs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof.
“Price list”	Refers to the payment categories and prices as reflected in the latest updated version of the Supplier’s Annual Price list.
“Start Date”	The subscribed Service shall commence no later than four (4) weeks after the Supplier has fully delivered the setup and implementation requirements, as outlined in the technical requirements and specifications. The Customer will have a four (4) week period to test the Services and provide feedback before the Start Date. After this period, recurring monthly fees will begin to apply.

“Services”	Standard features and functionalities provided or offered to the Customer by the Supplier via the established User Account, including, but not limited to, setup, data management and administrative access via the Customer Portal.
“Service Level Agreement”	Service Level Agreement (SLA) is the scope of services, performance standards, resolution times, and consequences for failing to meet agreed service levels as defined in a separate document that can be found here .
“Supplier”	Refers to the service provider, International Flight Support 2020 ApS which holds a Danish company ID of 41030194 and whose registered office is c/o BLOXHUB, Bryghuspladsen 8, 3rd floor, 1473, Copenhagen, Denmark.
“User”	An employee, consultant, contractor or any person using the Services via the Customer’s User Account, without any specific administration or management rights attached thereto.
“Working Day”	All Days, excluding public holidays in Denmark, 5 June (Constitution Day), 24 December and 31 December. 1 May is a Working Day.

2. General Terms

2.1. This Agreement specifies what is included in the Services provided by the Supplier.

2.2. Under this Agreement, documentations will only be considered binding if included in the Service Agreement on the Effective Date or subsequently added via Change Request approved by both Parties. This includes Exhibits, Order Forms, Purchases, Schedules, or any other type of documentation.

2.3. The Services fully adhere to the implementation requirements and software design as promulgated in the EASA Annex II – AMC 20-25 and the FAA AC120-76D EFB Guidelines. The Services will furthermore be customized to comply with the Customer’s local CAA certification

rules in force if differing from EASA and FAA standards. This is subject to eventual additional charges compliant with the Supplier's Price list.

3. Quality Monitoring and Assurance

3.1. Continuation of the provision of services

The Supplier shall ensure a continuous provision of Services described in the technical requirements and specifications as described in the Agreement.

It is the Customer's responsibility to inform the Supplier regarding any service interruption, by reporting issues to the Supplier's dedicated support channels. It is, furthermore, the Customer's responsibility, to provide as much possible information in accuracy and clarity, to enable the Supplier to fix needed issues.

The Supplier carries and assumes the obligation to establish and maintain system reliability 24/7. Accordingly, it is the Supplier's responsibility to attend to any prioritized issue and correct it without delay. The Supplier shall furthermore provide full transparency as to the source of any identified issues and take preventive measurements against further future recurrences. The full overview of the Supplier's service commitments will be specified under the SLA commitment to be found [here](#).

3.2. Quality audits

The Customer carries the right to conduct audits of the Supplier, to ensure quality assurance monitoring is applied to customer-related data. The Customer is entitled to one free audit per year, upon prior coordination of minimum three (3) months in advance with the Supplier, and of maximum duration of 3 work hours including initial preparation time. Additional audit or preparation time will carry hourly fees in accordance with the Price list. The Customer shall, during the audit, have access to documentation related to the services supplied under this Agreement.

4. Maintenance

4.1. System maintenance

System maintenance, including system updates, or alteration to software, hardware, servers, or equivalent, shall be properly tested by the Supplier for quality assurance and system reliability prior to any such change taking effect.

4.2. Software maintenance

Software maintenance and other activities required to maintain and support the system are included in the Service charges and shall be under the responsibility of the Supplier and will be executed on an ongoing basis.

4.3. Preventive maintenance

The Supplier is entitled to carry out up to 3 hours' preventive maintenance per calendar month to avoid or minimize the risk of defects or consequences of defects subject to a written notice of at least 14 Days. Subject to the Agreement with the Customer, the Supplier is entitled, for his own account, to install and uninstall relevant diagnostics software on the system for that purpose.

4.4. Standard system updates

These are updates which occur as a result of the Supplier's initiated functionality updates or changes made to improve system operations and are included in the Service charges. Customer and the Customer's registered Users will receive updates on an ongoing basis in accordance with the Supplier's activities.

4.5. Customized system updates

Customized updates are any requests that are outside of the initial Services specifications and are considered a Change Request.

4.6. Change Requests

All Change Requests will be evaluated for feasibility, cost, and delivery timelines, and are subject to mutual written approval before implementation.

Requests that require evaluation shall be submitted via Supplier's Helpdesk channel. The Supplier will respond with a proposed solution, estimate, and delivery schedule. Upon written

acceptance by the Customer via the Helpdesk channel, the request will be scheduled and invoiced in accordance with the Price List.

Changes to an integration, including but not limited to a change in third-party provider, shall be treated as a change request. Such changes will incur a minimum charge equivalent to the standard setup fees in effect at the time of the request.

5. Charges and Payment Terms

5.1. Price list

The Supplier's Price List sets out the prices to be paid by the Customer for the Services, including fixed periodic payments and payments based on use and for scaling of Services at fixed unit prices. The Supplier may adjust the Price List one (1) time per year prior to a written notice of a minimum of one (1) month notice.

It is the Supplier's intention that the annual prices will only be adjusted based on the Danish Producer Price Index for Information Service Activities, which can be found [here](#) from the previous year.

However, in the event of unforeseen internal cost increases, internal production cost exceedances, or other cost increases beyond the Supplier's direct control, any future price increases shall not exceed five percent (5,0%) per year. This limit applies to the total invoiced value.

5.2. Services starting date

Recurring fees for the Services shall commence on the Start Date, provided that the Start Date falls on the first day of a calendar month. If the Start Date falls on any other day, recurring fees shall commence on the first day of the following calendar month.

Change Requests or configurations that can be completed independently by the Customer (such as adding or removing aircraft) shall not affect the definition or timing of the Services Start Date.

5.3. Services charges

Service charges are based on an active aircraft tail count. The Customer can select between Annual or Monthly payment schemes and can transition between the schemes. If the Customer wishes to change a scheme, the requirement is to notify the Supplier no later than one (1) month prior to the expiration of the Customer's current Services period. Notice must be received through the Supplier's allocated Helpdesk channels.

Service charges, including additional modules, are applied to the entire active fleet. The Customer shall not have the right to select different add-ons for individual aircraft.

The Services will be automatically renewed on an ongoing basis unless terminated in accordance with the Terms & Conditions.

Neither party may bring proceedings more than (6) six months after the actual event occurred except for proceedings for missing charges and/or non-payment. If any fees, services, or deliverables are inadvertently omitted from an invoice or the initial financial documentation, the Supplier reserves the right to issue a subsequent invoice for such items. The Customer agrees to pay any such valid charges, provided they are supported by the original agreement or demonstrable usage or delivery of the Services.

5.3.1. Monthly charges

Monthly charges are invoiced in advance on the first Day of each new month and will calculate payment sum according to all aircraft tails that have been active on Customer's account, at any point, during the previous month.

The initial invoice will calculate the first month charges according to the requirements specified under the Agreement.

5.3.2. Annual charges

Annual charges will be invoiced in advance, covering twelve (12) months of estimated Services charges. The payment requirement will be calculated according to an estimate of the actual active aircraft tail count from the previous billing period.

Subsequent invoices shall be issued by the Supplier to the Customer as of the first Day in the last month of the Customer's current Services period. At that time, the Customer will be both

invoiced for the next billing period and invoiced or credited for the actual active aircraft count for the previously billed Services period.

The initial charges will be invoiced by the Supplier from the Start Date. The calculation will be based on the estimated aircraft tail count following the specifications under the Agreement.

5.3.3. Fleet increase and Fleet reduction

The Customer may add active aircraft to the portal at any time. The Customer may also reduce the active fleet size by up to 35%, calculated based on the maximum number of active aircraft in the previous 12 months.

5.3.4. Initial Services charges and prepayments

All initial 'pre-payment charges shall be invoiced in advance to the Customer within five (5) Working Days from the Effective Date. The Customer shall make payment in full within Net eight (8) days of the invoice date, unless otherwise agreed in writing.

5.4. Payment Terms

5.4.1. Payment terms will be visibly specified on all invoices and will adhere to terms agreed upon in the Agreement.

Standard Time to Pay for Services, including change request, regular monthly or annual invoices, is Net fourteen (14) days.

5.4.2. Payments are only accepted on the basis of SWIFT transfer or IBAN/SWIFT transfer unless otherwise specified by the Supplier. The Supplier's bank details will be stated on each invoice.

5.4.3. If the Customer fails to make full payment of any undisputed amount on the initial invoice within eight (8) days, the Supplier shall issue a 1st reminder notice. If the unpaid overdue amount is not received in Supplier's bank account within seven (7) days after issuing the 1st reminder, the Supplier shall send a 2nd reminder notice to the Customer, and shall automatically be entitled to apply a monthly interest charge of half a percent (0,5%) interest rate on the total unpaid overdue amount. Customer's failure to pay any overdue amounts within fourteen (14)

calendar days after receipt of Supplier's 2nd reminder shall automatically constitute breach of the Agreement.

In case the Customer has overdue amounts three (3) times or more within any given twelve (12) month period after Supplier's issuing of a minimum of two (2) reminders in each case, such action shall automatically constitute breach of the Agreement.

If the payment is not fully settled within twenty-one (21) days from the due date of an invoice, the Supplier reserves the right to disable System and Services operations in full or in part, until the payment is fully settled. Any System interference must be notified by the Supplier seven (7) days in advance.

5.5. Taxes and other charges

All prices are specified and shall be paid in Euro (EUR) and are exclusive of VAT and other taxes. To the extent where Services are subject to tax (including VAT, sales tax and any other kinds of duties and taxes), interest or public charges, such taxes and/or charges must be added to the price in accordance with the legislation in force and must be invoiced in accordance therewith. If any new or adjusted sales taxes, general taxes, duties, contributions or similar duties and taxes are imposed by public authorities, prices must be adjusted with the net financial consequence for the Supplier.

6. Validity and Termination

6.1. Validity

The Agreement between the Parties comes into force in accordance with the Effective Date registered and remains valid and in full force indefinitely until terminated.

6.2. Assignment rights

The Supplier may transfer and delegate any of its rights and obligations under this Agreement to any corporation or other entity in whole or in part within the Supplier Company Group, without prior consent, providing such assignment will maintain the full terms of the Agreement. The Customer shall be notified in writing in case of any such assignment.

The Customer may not assign or transfer any of its rights or delegate any of its duties and obligations under the Agreement in whole or in part to any other corporation or entity or 3rd party without the prior written consent of Supplier (which consent shall not be unreasonably withheld or delayed).

6.3. Termination

6.3.1. In the case of monthly subscriptions, the Parties carry the right to terminate the Agreement with twelve (12) months' notice as per the last day in the given month for any reason. The termination notice will come into effect from the 1st day following the month in which the termination notice has been submitted to admin@ifs.aero and validity shall not be tied to any response from the opposite Party. The Customer shall be granted full access to the Services following the notification effective date for the duration of the termination period.

6.3.2. In the case of annual subscriptions, the Parties carry the right to terminate the Agreement with twelve (12) months' notice as per the last day before the annual renewal date for any reason. The termination notice will come into effect from the 1st day following the month in which the termination notice has been submitted to admin@ifs.aero and validity shall not be tied to any response from the opposite Party. The Customer shall be granted full access to the Services following the notification effective date for the duration of the termination period.

6.3.3. The Parties carry the right to terminate any individual module(s), application integration(s), or backend integration(s) provided under this Agreement with twelve (12) months' written notice as per the last day in the given month for any reason. Any such termination notice shall be submitted as an official signed request to admin@ifs.aero.

Unless otherwise agreed in writing, the Customer shall retain access to the relevant module, application integration, or backend integration during the applicable notice period which shall be subject to continued compliance with this Agreement and payment of all applicable fees.

6.3.4. The Supplier may without prejudice to its other rights and remedies by notice in writing to the other party (Customer) immediately terminate this Agreement if the Customer is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Customer (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager,

liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Customer or the Customer enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.

7. Ownership, Rights, Restriction of Use and Infringement

7.1. Ownership of Intellectual Property

The Supplier holds the exclusive copyright and ownership of the Services, including but not limited to any system modules and back-office applications. Therefore, any and all rights to the Intellectual Property rights belong solely to the Supplier at any given time. The Supplier shall furthermore be entitled to the exclusive ownership of any improvements or development of new software functionalities if suggested and/or concept designed in whole or in part by any of the Parties as an integrated or separate part of the Supplier's Services.

7.2. Third-party Copyrights

Works of authorship written by the Supplier shall not infringe any third-party copyrights, patents, or trade secrets. If a third-party takes action against the Customer for any infringements of this nature, then the Supplier shall hold the Customer harmless and pay all settlement costs, damages, legal fees and expenses as required. The Supplier shall not be responsible for any infringements to third-party copyrights, patents, or trade secrets, provided that such infringement was caused by the Customer's actions.

7.3. Non-disclosure and restriction of use

All Services covered under the Agreement are for the exclusive use of the Customer in the conduct of its normal business. The Customer shall not, under any circumstances, give for free, transfer, resell, decompile, translate, modify, change, reverse engineer or disclose any data or material, in any form, prepared by the Supplier to any third party nor allow any third party access to or use of the Services or use of any such material or service other than for conducting the Customer operational activities. The Customer shall furthermore take reasonable precautions to protect the delivered Services against unauthorized and/or illegal use. This restriction shall survive the termination of this Agreement for perpetuity.

Subject to the Agreement, the Supplier grants the Customer a limited, non-exclusive, revocable, non-transferable license to access and use the Services during the term of the Agreement and exclusively for its internal business purposes. The Customer, therefore, shall adhere to the restriction of use which states that the Supplier retains all Intellectual rights and rights to anything delivered as part of the support of other services, and any updates, modifications, or derivative works of any of the foregoing deemed confidential information by the Supplier.

Under the terms of this Agreement, the Supplier faces no restrictions from providing solutions and/or services to any other customers/aircraft carriers in any country even if such services are similar to the services as described and licensed under this Agreement.

7.4. Infringement

In case of the Customer's infringement of the Service rights and limitations defined in this Agreement or in case the Customer fails to comply with any terms of this Agreement, the Supplier carries the right to withdraw the Service and/or to stop supplying all Services immediately on either a permanent or temporary basis as deemed necessary by the Supplier. If as a result, the Customer will face technical, operational, commercial, financial, and or any resulting consequential damages, the Supplier will carry no liability towards the Customer.

7.5. Marketing and media referencing

The Supplier shall be entitled to state the Customer's name and logo as a user reference in different marketing and media channels. Any such activities shall be conducted in a reasonable manner and without discrediting the Customer in any way. The Supplier will furthermore be entitled to make a press-release, in any media, upon duly signing the Agreement. The Customer shall not receive any pecuniary compensation from the Supplier for utilizing the above-referencing rights.

8. Processing of Personal Data

The Supplier is the controller of personal data processed by the Supplier and shall comply with the European General Data Protection Regulation ("GDPR") and the applicable Danish legislation. The Supplier will process personal data in accordance with the [Privacy Notice](#) on the Supplier's website.

The Supplier's dedicated Data Center is owned by an accredited cloud hosting service provider and the data residency geographical storage location is in Western Europe within the EU jurisdiction. The Supplier cannot transfer personal data to countries outside the European Union without the Customer's prior written consent, which consent, however, cannot be refused without a justified reason.

The Supplier shall take the required technical and organizational precautions to prevent that personal data are destroyed, lost or deteriorated, accidentally or illegally, or is disclosed to any unauthorized third party, misused or in any other way handled contrary to the rules specified in GDPR and the Danish Data Protection Act.

Upon request from the Customer, the Supplier will provide the Customer with sufficient information and controlled access for the Customer to verify the Supplier's compliance with the Agreement's requirements related to precautionary measures.

The Supplier can only entrust the processing of personal data to sub-suppliers with the Customer's prior written consent.

In case of any personal data breach, the Supplier shall, without undue delay after having become aware of it, notify the Customer of the personal data breach.

9. Technical Specifications

9.1. It is the Customer's obligation to profoundly examine the available features and functionalities of the Services, using the demo version, and ensure that any additional requirements that are not present in the demo version, are specified explicitly under technical requirements and specifications in the Agreement.

9.2. Any additional developments that are not specified under technical requirements and specifications, will not be covered by the setup fees or otherwise be part of Supplier's delivery commitment under the Agreement.

10. Governing Law and Dispute Resolution

10.1. Governing law

This Agreement, and any mutually agreed non-contractual obligations arising out of or in connection with the Agreement, shall be construed under and governed by the laws and regulations of Denmark.

10.2. Arbitration

Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The current rules of arbitration procedure are found [here](#).

The arbitral tribunal shall be composed of three arbitrators unless the Parties agree the dispute shall be decided by a sole arbitrator. The President of the arbitral tribunal, respectively the sole arbitrator, shall be of nationality and be domiciled in a country other than those of the Parties and the other arbitrators unless the Parties agree otherwise, or, if a Party does not object, the Chairman's Committee The Danish Institute of Arbitration decides otherwise.

The place of arbitration shall be Copenhagen, Denmark.

The language to be used in the arbitral proceedings shall be English.

11. Customer Communication, Issue Resolution and SLA

The Parties have agreed on the Service Level Agreement as available [here](#).

12. Damages, Indemnity and Limitation of Liability

12.1. Damages

The Customer may claim damages in accordance with the ordinary rules of Danish law with the limitations specified in this Agreement.

Neither party may bring proceedings more than twelve (12) months after the actual event occurred except for proceedings for missing charges and/or non-payment of claims under indemnity provisions.

12.2. Indemnification

To the fullest extent permitted by law and except as otherwise provided in this Agreement, each party shall indemnify, defend and hold harmless the other party, its affiliates, subsidiaries and their respective officers, directors, employees, agents, and representatives from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments, including but not limited to reasonable attorneys' fees, costs, and related expenses which may be suffered by, accrued against, or be recovered from any of the Parties resulting from or in any way arise out of any act(s) or omission(s), including an eventual breach, by the other party in the performance or nonperformance of obligations under this Agreement.

12.3. Limitations of liability

A Party's liability does not include indirect loss and consequential damage.

The Customer's total claim for proportionate reduction and damages is limited to 25% during a twelve (12) months' period of the amount received by the Supplier during the preceding twelve (12) months. If a period of twelve (12) months has not yet passed, the limitation of liability will be calculated as the average of the amounts received during the months passed multiplied by 12. The limitation of the liability included in this section shall survive notice of termination of this Agreement for perpetuity.

Supplier shall not be responsible for any damage or damages caused by the failure of the Customer, its employees, its affiliates, its service providers, its own internally developed software systems, or other parties to perform their responsibilities.

12.4. Third-party vendors

The Supplier shall not be liable in any way for the performance or functionality of any of the Customer's Third-party vendor systems. Third-party vendors shall each carry their own responsibility directly towards the Customer. The Supplier shall therefore only be responsible for services covered by the Agreement. Relatedly, as the Supplier carries no direct relationship with Third-party vendors providing services to the Customer, any communication in regard to issues resulting in a Third-party vendor, is under the responsibility of the Customer, and any information required from the Supplier to assist with issue resolution will be provided directly and solely to the Customer.

Furthermore, this Agreement shall not regulate nor cover any relations, deliveries, conditions, or financial obligations existing directly between Customer and its Third-party application provider at any given time. The Supplier shall not be responsible for any data output capabilities as provided by and in the Customer's Third-party vendor applications, nor be responsible for any service, support, or implementation work needed to enable integration input or output within the Customer's Third-party vendor applications.

12.5. Hardware

Under no circumstances shall the Supplier carry any liability nor responsibility for the maintenance of the Customer's hardware or the technical set-up thereof.

13. Force Majeure

Excluding the Customer's payment obligations under this Agreement, neither party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; epidemic; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such party and which either party could not foresee or prevent.

The party facing such non-fulfillment resulting from force-majeure shall carry the responsibility to inform and provide relevant authority documentation regarding the circumstances to the other party, and if possible, an estimation of the implications on the Parties' fulfillment of obligations. This clause shall only be obliged during the time the force majeure persists. If the circumstances last more than six (6) months, each party is entitled to terminate the Agreement with immediate effect. In such a case, none of the Parties shall have the right to claim damages.