

GMV focusoc service Terms of Use (January 2019)

By subscribing to the **focusoc**, conjunction analysis and collision risk assessment, service, (the "Service"), you agree to these Terms of Use. If you do not agree to these Terms of Use, you may not subscribe to this GMV service.

Through the Service, you have access to a variety of resources, information, content, as well as outputs or results from the "Service", collectively referred to as "Information". The following are the terms of the agreement between you ("you", "your") and GMV Aerospace and Defence, S.A.U. ("GMV"). By subscribing the Service, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the Service and the Information provided through the Service ("Terms of Use").

1. RESERVATION OF RIGHTS

- 1.1. The Service, and Information provided through the Service, are the intellectual property and copyrighted works of GMV or a third party provider. All rights, title and interest not expressly granted with respect to the Service and Information provided through the Service are reserved. All Information is provided on an "As Is" and "As Available" basis, and GMV reserves the right to terminate the permissions granted to you and your use of the Information at any time.

2. PRIVACY AND CONTACT INFORMATION

- 2.1. GMV informs you that your information is automatically stored in our users' database. The information supplied by you may be used by GMV for research and marketing purposes and for the provision of the Information. You can edit your personal information or exercise your rights of access, correct or cancel this information, according to applicable law, contacting us at the following address:

GMV Aerospace and Defence S.A.U
Isaac Newton 11 P.T.M. Tres Cantos
28760 Madrid - Spain
Tel.: +34 91 807 21 00
Fax.: +34 91 807 21 99

- 2.2. If you have any questions regarding these Terms of Use, or you have any other questions of a technical or a commercial nature, you may contact GMV by e-mail, at focusoc_admin@gmv.com.

3. SERVICE AVAILABILITY AND SUPPORT

- 3.1. The objective of this service is the provision of augmented Conjunction Assessment and Collision Avoidance Services for safety-of-flight based on the basic services currently provided by USSTRATCOM. GMV cannot guaranty the availability of USSTRATCOM Special Perturbation catalogue.

4. USER NAME, PASSWORDS AND MEANS OF ACCESSING THE SERVICE AND INFORMATION

- 4.1. The use of the Service without a current, valid, fully paid subscription is prohibited.
- 4.2. You agree not to access or use the Service in any manner that could damage, disable, overburden, or impair any GMV accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to the Service or any GMV accounts, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of the Service or any GMV accounts, computer systems or networks.
- 4.3. For subscribing the Service, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form. You may also be required to choose a password and a user name. You agree not to share your user(s) and password(s), account information, or access to the Service with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Service. You agree to notify GMV immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.
- 4.4. You are not authorized to sell, rent, lease, share, copy, rebroadcast, transfer or sublicense your Service subscription or the Information provided through this Service to any third party without the express written permission of GMV. GMV reserves the right to cancel the access to the Service without any compensation or payment refunding if you do not comply with these obligations.

5. RIGHT TO USE

- 5.1. Subject to these Terms of Use "you" are authorized to personally use the Service, and the Information provided through the Service, for the provision of augmented Conjunction Assessment and Collision Avoidance.
- 5.2. Except as provided elsewhere in these Terms of Use, your right of use of the Service and the Information provided through the Service shall not include:
 - a) any delivery or disclosure of any kind of software, either in whole or in part, in any form whatsoever, to you or to any third party; b) making the Service available to any third party by any means for any purpose whatsoever;
 - c) making use of any Information with a commercial purpose;
 - d) providing services making use of this Service or the Information provided through this Service to any third party;
 - e) any use of this Service or the Information provided through this Service in competitive procurements or for the commercial benefit of any third party.

6. COPYRIGHT AND TRADEMARKS

- 6.1. Copyright© 2019 GMV Aerospace and Defence S.A.U. All rights reserved. You are advised that unauthorized copying, distribution, modification, public display, or public performance of copyrighted works may be an infringement of the rights of the copyright owner
- 6.2. You agree that you will not use the Service, or the Information provided through the Service, to infringe GMV's Intellectual Property rights or the Intellectual Property rights of third parties. You may not remove, deface, or overprint any notice of copyright, trademark, logo, or other notice of ownership from any Information or copies thereof

7. DISCLAIMER

- 7.1. Except where expressly provided otherwise, the Service, and all Information provided through the Service, is provided on an "as is" and "as available" basis. GMV expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the Service and all Information provided through the Service. GMV makes no warranty that: (a) the Service or Information will meet your requirements; (b) the Service will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Service or any Information provided through the Service will be accurate or reliable; or (d) the quality of any Information provided through the Service will meet your expectations.
- 7.2. Any Information accessed, downloaded or otherwise obtained on or through the use of the Service is used at your own discretion and risk. GMV shall have no responsibility for any damage to your computer system or loss of data that results from the download or use of Information. The user understands and acknowledges that Information and Service are not to be used for any life-critical or safety- critical related use or application.
- 7.3. GMV reserves the right to make changes or updates to, and monitor the use of, the Service, and Information provided through the Service, at any time without notice.

8. LIMITATION OF LIABILITY

- 8.1. To the maximum extent permitted by the applicable law, in no event shall GMV be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or data use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the Service or any Information provided through the Service.

9. TERMINATION OF USE

- 9.1. GMV may, in its sole discretion, at any time discontinue providing or limit access to the Service, or Information provided through the Service. You agree that GMV may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Service or any Information. GMV may terminate or limit your access to or use of the Service if GMV determines

that you have infringed upon these Terms of Use. You agree that GMV shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Service or any Information.

10. WAIVER AND SEVERABILITY

- 10.1. The failure of GMV to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified legal and enforceable, and shall not affect or impair the remaining provisions of this Terms of Use. To this end the provisions of these Terms of Use are hereby declared to be severable.

11. APPLICABLE LAW AND JURISDICTION

- 11.1. These Terms of Use and all matters relating to your access to, and use of, the Service and the Information provided through the Service shall be governed by the Spanish Law.
- 11.2. You and GMV agree to submit to the exclusive jurisdiction of, and venue in, the courts of Madrid in Spain in any dispute arising out of or relating to these Terms of Use and all matters relating to your access to, and use of, the Service and the Information