

Appareo – Flight Data Use Addendum

This Flight Data Use Addendum (“Addendum”) is incorporated into and forms part of the Agreement between Appareo and Licensee. Unless otherwise defined herein, capitalized terms shall have the meaning defined in the Agreement.

Definitions

Data Protection Laws – means all applicable laws, statutes, regulations, ordinances, orders, decrees, or rules having the force of law, in whatever jurisdiction, that relate to the use, protection, privacy, confidentiality, transfer, security, storage, retention, modification, or processing of Flight Usage Data (including any Personal Data) as may relate to the Software.

Flight Usage Data – means any data that may be received, collected, created, transferred, generated, or otherwise processed through Licensee’s use of the Software. Flight Usage Data may include Personal Data provided through Licensee’s use of the Software.

Personal Data – means any data that identifies, relates to, describes, or is reasonably capable of being associated with, directly or indirectly, a particular individual. Personal Data does not include information that has been anonymized, de-identified, or aggregated, such that the individual to whom it relates can no longer be reasonably identified.

Personal Data Breach – means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, Personal Data that is received or processed by Appareo in connection with, or as a result of, Licensee’s use of the Software.

Software – means the software programs for which Licensee is purchasing a license pursuant to the Agreement and as expressly set forth in the Order Form.

I. Compliance with Data Protection Laws

Licensee is responsible for complying with all Data Protection Laws applicable to the Flight Usage Data, including Personal Data, that may be created, generated, provided, or processed through Licensee’s use of the Software. Licensee is solely responsible for confirming that its use of the Software is permissible under applicable laws, regulations, and rules in the jurisdictions where used. Licensee represents and warrants that it has any and all consents, authorizations, rights, and authority necessary to transfer or permit Appareo with access to any Flight Usage Data, including Personal Data, that may occur through its use of the Software or as may be necessary under the Agreement. For its part, Appareo is not responsible for compliance with any Data Protection Laws or other Laws applicable to Dealer or Dealer’s industry that are not generally applicable to Outsell as a service provider. In no event shall Appareo be liable for the consequences of Licensee’s use of the Software, including Licensee’s failure to comply with applicable Data Protection Laws. Licensee acknowledges and agrees that Appareo makes no representations or warranties regarding the Software’s compliance with any particular laws, regulations, or standards, or its compatibility with any particular systems, programs, or other software applications.

II. Use of De-identified or Aggregate Flight Data

Licensee agrees that Appareo may aggregate and or de-identify any Flight Usage Data so that it cannot reasonably identify Licensee or, in the case of Personal Data, the individual to whom it relates. In that event, the data shall cease to be Flight Usage Data or Personal Data. Appareo shall have the right to use any such aggregated or de-identified data for any purpose whatsoever and without restriction.

III. Third-Party Hosting/Use

Licensee acknowledges and expressly agrees that Appareo may transfer Flight Usage Data, including Personal Data, in connection with its provision of the Services. Those third parties include, for example, the vendor Appareo uses to host the Software. Appareo will make available a list of its third party vendors that may receive access to Flight Usage Data at Licensee's reasonable request.

IV. Retention and Destruction

Licensee is solely responsible for deleting Flight Usage Data through its use of the Software. With the exception of Flight Usage Data that is overwritten through Licensee's use of the Software, Appareo may at its sole discretion continue to retain any Flight Usage Data after termination of the License. Appareo shall have no obligation, however, to retain Flight Usage Data after termination or in the event Licensee fails to pay the Licensee Fees pursuant to the Agreement. In those circumstances, Appareo may (but shall not have any obligation to) delete the Flight Usage Data at its discretion.

V. Personal Data Breaches

In the event of a Personal Data Breach involving Licensee's Personal Data being processed by Appareo, and irrespective of cause, Appareo shall notify Licensee without undue delay after having become aware of such Personal Data Breach as may be required by applicable Data Protection Laws. Appareo shall have no liability to Licensee for any Personal Data Breach regardless of cause.