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D1.4-Ethics Issues Analysis

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Ref.	File Name	Description
AD 1	Grant Agreement-101082484-CERTIFLIGHT	Project Grant Agreement
AD 2	https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02016R0679-20160504&from=EN	GDPR, EU Data Protection Regulation

REFERENCE DOCUMENTS		
Ref.	File Name	Description
RD 1	D1.2-Project Management Plan	CERTIFLIGHT Project Management Plan
RD 2	D1.3-Data Management Plan	CERTIFLIGHT Data Management Plan
RD 3	D7.1-Communication Exploitation & Dissemination Plan	CERTIFLIGHT CED Plan

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Abstract

This document is the contractual deliverable D1.4 – Ethics Issues Analysis of CERTIFLIGHT project and it describes the Ethics Issues Analysis performed within the Task 1.4 “Ethic aspects”.

The analysis undertaken complies not only with ethics aspects and applicable regulations, but it is also functional for the generation of disclaimers and forms that will be needed in the next phases of the project for verification and validation activities and workshop / advisory board organizations.

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1 Scope of the document

The present document reports the results of the analysis of any potential ethic issue that may arise during the project (alpha testing, validation activities) and after the project (market uptake stage).

The analysis will consider the following aspects:

- to assess the impact in terms of ethical responsibility, fundamental rights, data protection and privacy according to regulation GDPR 2016/679/EU
- to demonstrate the compliance for health and safety procedures conforming to relevant local/national guidelines/legislation or standards
- to produce a suitable EULA (End User License Agreement) for alpha/beta testing and validation activities, considering the installation of the UTM Box on UASs and GA/ultralight aircraft and for the use of CERTIFLIGHT platform.

Therefore, the structure of the document reflects the listed points.

According to the Ethics Self-assessment provided in the Proposal and in the Grant Agreement, CERTIFLIGHT project activities do not:

- involve at all human embryonic stem cells and human embryos;
- involve humans in terms of biological samples, medical interventions;
- involve the use, production or collection of human cells or tissues;
- include research activities involving animals;
- involve activities in non-EU countries;
- involve activities that may affect the environment and the health and safety of the persons involved;

1.1 Acronyms

Acronyms	Description
BVLOS	Beyond Visual Line of Sight
EGNSS	European Global Navigation Satellite System
EULA	End User License Agreement
GA	General Aviation
GDPR	General Data Protection Regulation
GNSS	Global Navigation Satellite System
IAB	International Advisory Board
ICAO	International Civil Aviation Organization
IoT	Internet of Things
PC	Project Coordinator
PIC	Pilot In Command
PMP	Project Management Plan
UAS	Unmanned Aerial System
UTM	Unmanned Traffic Management
VAT	Value-Added Tax
VLOS	Visual Line Of Sight

Table 1-1 Acronyms list

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2 Impacts on General Data Protection

CERTIFLIGHT does not expect other ethic issues deriving from the project activities. On the other hand, the Project will collect feedback and opinions about its activities:

- from the Advisory Board;
- with surveys and questionnaires to the stakeholders.

Consequently, the validation and dissemination phase will include pilots and dissemination events.

In terms of data collection, this implies:

- **Advisory Boards:** for Advisory Board participants, the collection of personal, non-sensitive data like e-mails for (as examples) invitations to events and for subscription to SharePoint or member area.
- **Surveys and Questionnaires:** personal, non-sensitive data may be collected, although the questionnaires will be submitted anonymously. The results will be processed and disseminated in aggregated form.
- **Written and Audio/Visual documentation** of the project pilots & dissemination events: The project pilots will be documented by means of collecting written and photographic evidence, as well as audio/video capture. The participants will be debriefed and fully notified of all the pilot-related activities, including the documentation activities. Consent forms will be made available to the participants both in English and the local language in the event location.

The project activities do not involve further processing of previously collected personal data, as well as importing or exporting personal data respectively from and to non-EU countries.

The Consortium is committed to adhere to ethical principles and to comply with applicable laws and regulations. The main actions in this regard are:

- To ensure all persons involved that the data are collected anonymously when possible, and that possible exceptions (as in the following points), will happen only for functional and technical reasons and in any case, data will be processed aggregately;
- To apply the “Privacy by design” principle in the data collection process: to clearly identify the purposes of activities and processes that include the data collection, thus minimizing the amount and variety of personal non-sensitive data;
- To prepare a document about “Privacy policy” with the information on Data Processing;
- To ensure that participants read and accept entirely voluntary the Information in order to give free and informed consent to the treatment of personal data (if any) with a consent form;
- To promptly apply and communicate any modification of the abovementioned information to all the persons involved and request their free consent again.
- In case of Dissemination and communication events involving consortium members as well as Advisory Board members and external persons, to clearly inform participants of the collection of photographic evidence, as well as audio/video capture.
- Participants will be debriefed and fully notified. A specific consent form will be made available.
- Data transfers to subjects and countries external to the EU are not envisioned. Whether it was necessary, the Privacy Policy would be updated and informed consent would be requested to the involved persons.

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- All the activities concerning data management (FAIR principles) are described in the DMP (RD 2).

2.1 Criteria to identify and recruit research participants

The CERTIFLIGHT project foresees:

- **web questionnaire interviews** to CERTIFLIGHT potential users (mostly pilots and UAS operators, General Aviation/Ultralight Pilots);
- **workshops** involving the IAB (International Advisory Board) participants and other identified Stakeholders;
- **validation activities** involving CERTIFLIGHT partners and alpha/beta testers;

These activities (web questionnaire interviews, workshops and validation) will involve UAS/GA operators, pilots, engineers or other operational staff of the entities participating to the project. Identified/Recruited personnel will be healthy adults (no vulnerable adults) and allocated on a voluntary basis.

Relevant stakeholders will be contacted personally by e-mail and/or phone.

Web questionnaire interviews will be used to contact a wider stakeholder group.

In addition, the members of the Advisory Board will be invited to participate to the workshops; they might be interviewed by means of a questionnaire. The questionnaire will be composed of several questions aiming at collecting useful feedback for the project. To ensure that all the participants are aware of the workshop's purpose and their rights, they will be given an information sheet and an informed consent form to sign prior to the workshop.

Furthermore, members of the CERTIFLIGHT partners will be involved to participate to validation activities. To ensure that participants are aware of the purpose of the validation event, and of their rights, they will be given informed consent forms to sign prior to the validation activity.

Candidate research participants to validation events will be identified through the involved partners, based on the requirements for the specific validation event availability, and willingness to contribute to the project.

Candidate research participants to workshops will be identified through the participants to the IAB and involved partners, based on the specific topics of the workshop and willingness to contribute to the U-space concept.

Workshop/Event participants will be identified and allocated in a timely manner. To ensure that participants are aware of the purpose of the workshop/validation event and their rights, they will be given an information sheet and informed consent form to sign prior to the validation activity.

The consent procedures for recruiting/contacting participants for interviews and workshops will be used.

This procedure is a two-step procedure (information phase, signature phase) no coincident on time that will start with sufficient anticipation before the actual workshop / validation event starts.

During the identification/recruitment process, candidate participants in the workshop/validation activities will be clearly informed of the research goals and the methodology for personal data protection by means of an Information Sheet.

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This will allow candidate participants to understand the nature of the workshop/event, enabling them to make an informed decision about their participation. Details on the content of the Information Sheet are given in the next section.

Prior to the workshop/event the volunteering research participants will be asked to sign the Informed Consent Form according to the template as given in the next section. The signature of all participants will ensure that they have fully understood that their personal data will be safely collected and processed in accordance with the national/local and European legislative framework and that their participation remains voluntary even after the trials have started.

In the Appendix X is reported the template for the informed consent forms.

2.1.1 Information sheet


An Information Sheet will be written for each Workshop/Event, by the Workshop/ Event Leader.

The Information Sheet will contain the following kind of information:

- General Information to be included in each Information Sheet, regardless of the kind of workshop/validation event:
 - A description of the project (summary of objectives and methodology).
 - Purpose of the concerned workshop/validation activity.
 - The role of the volunteer participants within the workshop/trial.
 - Use of interview techniques and questionnaires.
 - Confidentiality aspects.
 - Procedure and policy to share the results.
 - How to withdraw from the activity.
 - Contacts details of Workshop/Event Leader
 - Template of the informed consent sheet to be signed in a second step, if they decide to participate in the workshop/event.
- Examples of typical questions that will be asked during the interviews after each workshop/event (post-run questionnaires). These may change slightly according to the nature of the workshop/validation event.
- Example of typical questionnaires that will be provided during an event run. It may change slightly according to the nature of the workshop/validation event.

2.1.2 Participants involved in the installation and testing of the UTM Box

Participants to the alpha/beta testing and validation activities involving the installation of the UTM Box will receive a EULA, which will also address the Data Protection issues. The purpose of EULA is described in Paragraph 4 and a draft document is attached in Appendix B – Draft End User License Agreement.

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3 Compliance for health and safety procedures

The CERTIFLIGHT project proposes a new U-space service for the legal certification of tracks generated by drones and aircrafts flights, through the introduction of a new disruptive EGNSS-IoT digital system. To this purpose, the methodology envisioned is composed of different steps: concept definition, solution requirements and design, solution design, development and tests, integration and verification, and finally solution validation and demonstration. Therefore, activities mainly concern hardware and software development, integration and verification, and validation.

The project does not involve:

- the use of substances or processes that may cause harm to the environment, to animals or plants;
- endangered fauna, flora, or protected areas;
- the use of substances or processes that may cause harm to humans, including those performing the activity;
- the transport of dangerous goods listed in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO Doc 9284).

3.1 Health and safety policies

The CERTIFLIGHT Consortium Participants established health and safety policies to ensure a safe and healthy environment in accordance with the relevant local and national guidelines. These policies conform to the following principles:

- They aim to prevent accidents and cases of work-related ill health.
- They manage health and safety risks in the workplace.
- Provide clear instructions and information as well as the adequate training, to ensure employees are competent to do their work.
- Provide personal protective equipment as required.
- Employees are consulted on matters affecting their health and safety.
- Provide and maintain a safe working environment and equipment.
- Ensure safe handling and use of substances.
- Maintain safe and healthy working conditions.
- Implement emergency procedures, including evacuation in case of fire or other significant incidents (for UAS operations, the operator develops a specific ERP to limit the escalating effects of a crash)
- Policies are reviewed and revised regularly.

It is the responsibility of the main researcher in each participant partner to ensure that all the personnel involved in research activities know and follow the health and safety policies established by each partner.

3.2 Additional health and safety policies for remote crew

In addition to the general health and safety policies established for normal office employees, the remote crews operating the UASs used to conduct the test and validation flight activities should comply with specific health and safety procedures described below.

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It is the responsibility of the individual to determine if they are in a physically and mentally fit condition to operate as part of the flight crew.

Qualified crew shall not exercise the privileges of their qualifications at any time when they are aware of any decrease in their medical fitness, which might render them unable to safely event those privileges.

Furthermore, the qualified crew shall seek the advice of the competent aeromedical physician or its designated representative when becoming aware of:

- Hospital admission for more than 48 hours;
- Surgical operation or invasive procedure;
- The regular use of medication;
- Any significant personal injury involving incapacity to undertake his functions as a member of the flight crew;
- Any illness involving incapacity to undertake those functions throughout a period of 1 day of more.

For all medical cases or issues, the PIC has the flight responsibility and should act accordingly.

Concept	Description
Alcohol Consumption	Under no circumstances may alcohol be consumed in any form by a flight crew member within 24 hours of commencing flight duty until the end of the flight duty.
Narcotics	Narcotics or tranquilizers have a negative influence on concentration and the ability to make decisions. They can also cause dozing on sensitive persons. These effects may even persist after two or three days. Narcotics or similar products are therefore not allowed for crew members.
Drugs	Any drugs, including those used for the treatment of diseases or disorders, shall be considered disqualifying unless they have been demonstrated to be harmless, to the satisfaction of the relevant National Aviation Authorities. All procedures requiring the use of a general or spinal anaesthetic shall be disqualifying for at least 48 hours. All procedures requiring local or regional anaesthetic shall be disqualifying for at least 24 hours. Crew members shall not fly when under the influence of drugs or medication, including dental treatment not specifically prescribed, in the knowledge that flying is to be undertaken.
Sleeping Tablets	Taking sleeping tablets is not allowed by flight crew members. Some over-the-counter products may be permitted after consultation and approval by an Aviation Medical Examiner.
Sleep and Rest	Sleep is important for physical and psychological condition. It is a natural and necessary recovery period. Performance, watchfulness and moods decrease even after a few hours of sleep delay. The effects of sleep deprivation are a progressive deterioration of our faculties while a consistent lack of sleep leads to short or longer periods of absence during the day, sometimes not noticed by the subject. In serious cases, it can even lead to character deviation. Therefore, crew members should take into consideration these effects before initiating

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	an operation and notify immediately other crew members if they notice any of the symptoms described above.
Surgical Procedures	Medical consultation should be obtained before conducting UAS operations after a surgical operation.

Table 3-1 Health and Safety procedures for Remote Crew

All the instructions abovementioned are included in the operator’s Operations Manual in order to guarantee that crew members are fit to operate before conducting any operation, based on the policy that is defined by the UAS operator. Moreover, the remote crew is aware of all procedures (normal, contingency, emergency) to be applied during the UAS operations.

The UAS operator assures the compliance with Article 8 and Article 9 of Reg. (EU) 2019/947 regarding the rules and procedures for the competency of remote pilots and the minimum age for them.

3.3 Safety of flight tests and demonstrations

Flights performed to test components or to demonstrate the CERTIFLIGHT system will strictly follow all applicable regulations and the flights will only take place after acquiring all necessary approvals, if required.

Flights in VLOS (Visual Line Of Sight) up to the height of 120m AGL, will be performed in the “Open category”, while maintaining all requirements such as Pilot/Operator competences and keeping the required distance from people and buildings. The operator assures the compliance with Article 4 of Reg. (EU) 2019/947. Those flights will be performed without the requirement to have a drone class specified, based on the Article 22 "Transitional provisions" of the Commission Implementing Regulation (EU) 2019/947 amended by Commission Implementing Regulation (EU) 2020/746 and Commission Implementing Regulation (EU) 2022/425.

In the event of flights over 120m or BVLOS flights are required or due to other flights required for project outcomes that are not compliant with requirements related to Open category (abovementioned Article 4 of Reg. 2019/947), flights will be performed in the Specific category. In that case, a Specific Operations Risk Analysis (SORA) will be prepared and the operational authorisation from the appropriate National Aviation Authority will be obtained. This safety assessment will consider all the safety requirements related to the type of operation.

Permission to fly in some locations may require strategic and / or tactical approval or coordination by an affected authority, irrespective of the flight category specified in Commission Implementing Rule 2019/947. In this case, proper consent from the appropriate authority will be obtained prior to the flight.

In case flights approvals are needed, they will be not only obtained but also kept on file and available in case any other relevant actor needs to see them.

Occurrence reporting procedures will be in place according to Regulation (EU) No 376/2014.

The operator develops procedures to ensure that all operations comply with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; in particular, the UAS operator will carry out a data protection

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impact assessment, when this is required by the data protection national authority of the Member State with regard to the application of Article 35 of that Regulation.

The operator plans UAS operations in a manner that minimises nuisance, including noise and other emissions related nuisance, to people and animals. The operator will consider the guidelines on noise measurement of Unmanned Aircraft Systems lighter than 600 kg operating in the Specific Category (Low and Medium Risk) issued by EASA¹.

The operator adopts a security program. The scope of the security program is to safeguard the safety of crew members and general public from acts of interference against civil aviation preventing the access of unauthorized persons to a UAS. In accordance with EU-OPS Subpart S and with the International Civil Aviation Organization (ICAO), every company is required to ensure that all its personnel, or personnel working on its behalf, are aware of and follow a security program that defines measures to protect against acts of unlawful interference.

UAS Operators must follow the security procedures according to the European and Local regulation. For instance, in Italy the security procedures adopted by the operator are in line with Art. 28 of ENAC UAS-IT Ed. 1.

¹ <https://www.easa.europa.eu/en/document-library/product-certification-consultations/guidelines-noise-measurement-unmanned-aircraft>

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4 Informed Consent Form and EULAs

Three draft forms were created for the informed consent and the end user licence agreement.

- ✓ The first form (Appendix A) is intended to be used for participation to events organized by the Consortium (i.e. Advisory Boards, workshops,...), but also for the participation to the online survey, after having assessed the impact in terms of ethical responsibility, fundamental rights, data protection and privacy according to regulation GDPR 2016/679/EU. Events organized by the Consortium, to be attended in person, will give particular attention in the Consent form to sensible data as photographs and videos for communication purposes.
- ✓ The second form (Appendix B) is intended for alpha/beta tester of the service that will accept to install on their aircraft/drones the new UTM Box with OSNMA functionality. In this case, since the box will be given in the form of a prototype box (not yet a product), it is important to provide a proper disclaimer to testers before use. The actual draft form still needs to be refined and tailored to the final UTM Box version.
- ✓ The third form (Appendix C) is intended for users of CERTIFLIGHT service since it is provided in the form of a generic End-User Licence Agreement for Software. Considering that the Beneficiaries of the service will make use of the services offered by the CERTIFLIGHT platform on the web, the form will be tailored in a more usable format for web utilization. Moreover, the Consortium is evaluating the possibility to merge Both EULAs (Appendix B -Appendix C) in one unique form covering both use of CERTIFLIGHT platform (SW) and installation of the UTM-BOX (HW) for alpha/beta testing campaigns.

Finally, the form of Appendix A is expected to be used for the first meeting of the Advisory Board and Online Survey (Apr 2023), while the EULAs (Appendix B and Appendix C) are needed before the validation campaigns (Sept 2024).

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Appendix A – Informed Consent

Informed Consent Form/Participant Agreement Form	
Workshop / Event type and date:	
Name and email of Workshop / Event Leader:	
	Please Initial or tick here
I am aware of the main aspects of the U-space concept and the data capture process for the CERTIFLIGHT workshop/event.	
I confirm that I have had the opportunity to ask questions about the project.	
I understand that U-space refers only to civil use of the airspace and that possible military participation in CERTIFLIGHT is limited to civil/military interaction in civil airspace. Dual Use will not be addressed.	
I understand that my participation is entirely voluntary. I can refrain from participating in the event at any time, without any penalty or prejudice.	
I understand that my answers to any questionnaire will remain confidential to the project, while my employer or organisation may be referenced in reports in some circumstances, unless I agree to have my name used, for example as a domain expert.	
I agree that statements I make can be recorded or noted, reproduced verbatim and attributed to me.	
I am free to decline without any penalty or prejudice if I should not wish to answer any particular question(s).	
I give permission for members of the CERTIFLIGHT team, including the Granting Authority (EUSPA) to have access to my confidential responses. I understand that I will not be identified or identifiable in the outputs that result from the research without my agreement. Any data that will be transferred will be anonymous.	
I have the right to request to have my data deleted at any time by contacting the CERTIFLIGHT team via email at privacy@topview.it . I understand that retention period for all personal data related to the project is up to 5 years after end of the project. After this 5-year period, all personal data concerning the participants will be destroyed.	
Some picture/video could be taken during the workshop/validation and may be published in the project website for communication and dissemination purposes. I give authorization to use my image only for these purposes.	
I will not receive any compensation or incentive for having taken part in this workshop/event.	
I agree to take part in the above activity knowing it involves data capture.	

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Name of Participant	Date	Signature
Participant email	Organisation	Stakeholder type
Name of Workshop/Event Leader	Date	Signature
<p>This form should be signed and dated by all parties after the participant has received a copy of the participant information sheet and any other written information provided to the participants. The original copies of the signed and dated participant agreement form are kept with the Workshop/Event Leader, and will be kept in a secure location. The participant will receive a copy, and they will also be made available to the EUSPA (via the project lead beneficiary), if requested.</p>		

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Appendix B – Draft End User License Agreement for participation to ALPHA/BETA tests

END USER LICENSE AGREEMENT FORM

AGREEMENT TO PARTICIPATE IN THE ALPHA/BETA TESTING PROGRAM OF THE POLLICINO© OSNMA DEVICE OF TOPVIEW S.R.L. – Part Number N. _____/2024 within the CERTIFLIGHT project

Between

TopView S.r.l., with head office in San Nicola la Strada (CE), Via Pertini, n. 25/d, VAT-ID 03920880618

And

_____, born on ____/____/____

in _____ resident in _____

on his own or as legal representative of the _____ with head office in _____ (hereinafter "User" or "Tester"), spontaneously participates in the beta program to test the Pollicino© OSNMA Box (hereinafter "Device" or "UTM box") designed and owned by TopView s.r.l. (hereinafter "TopView") within the CERTIFLIGHT project

WHEREAS

- a) The CERTIFLIGHT project has received funding from the EUSPA under grant agreement No 101082484 under European Union’s Horizon Europe programme.
- b) TopView s.r.l is the Project Coordinator of CERTIFLIGHT;
- c) The Pollicino Box is a tracker designed by TopView s.r.l.;
- d) the Pollicino OSNMA Box is currently under development and in experimental form, therefore, by signing this agreement the Tester agrees to test and evaluate the Device in full compliance with the terms of this Agreement;
- e) The Tester expressly authorizes TopView to use freely and free of charge the feedback and suggestions acquired during the same test;
- f) the Device is based on 4G NB-IoT technology, which implements the remote identification (E-Conspicuity) via network (NIR) service or other mechanisms compliant with EU regulation 2021/664-665-665, allowing _____ to view the operator code, position, altitude, attitude and speed of the aircraft on the _____ U-space service provider.
- g) the UTM Box must be installed on each individual aircraft or drone, exclusively in the manner indicated in the User manual provided by TopView;
- h) The Tester will not be able to claim any compensation, refund, indemnity, or compensation from TopView for your participation in the alpha/beta program.


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i) The Device is intended to be used in conjunction with CERTIFLIGHT platform (<http://certiflight.info>) for generation and download of certified flight reports.

The premises shall form an integral and substantial part of this Agreement.


NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Object.** This Agreement rules the Tester's obligations with respect to the information and tools provided by TopView, as defined in the following articles and as set forth in the preceding paragraphs.
2. **Feedback.** When requested, the Tester will provide opportune feedback to TopView regarding the operation or use of the Device. Feedback may include compiling online reports, participating in telephone conversations, storing media documenting problems or errors, providing suggestions and ideas, responding to written surveys, and performing tasks assigned via email from TopView. The Tester acknowledges and agrees that TopView may use, disclose, reproduce, authorize, distribute or market such feedback. The Tester hereby grants TopView all necessary permissions for the feedback and associated intellectual property rights, to enable TopView to exercise such rights.
3. **Permission to run tests.** Subject to the terms and conditions of this Agreement, TopView grants the Tester the personal, temporary, non-exclusive, non-transferable, revocable license necessary to use the Device. The license will be valid only for the period in which the Tester actively participates in the Beta program and only for testing and evaluation purposes of the Device, aimed at assisting TopView in completing its development, and not for commercial or use purposes, in any case, sublicensing is prohibited. The Tester agrees not to reverse engineer, disassemble or decompile prototypes, software, or other physical objects provided to him/her under this agreement.
4. **Exclusion of liability.** The Tester acknowledges and accepts the following: (a) the Device is not complete, but under development and not yet for sale on the target market; (b) the Device may not be fully functional and it is expected to contain errors, design defects or other problems, including problems that may adversely affect the operation of the aircraft on which it is applied; (c) the Device may not be trustworthy during the period in which the Tester participates in the Beta program; (d) the Device and its use may produce unexpected results, data loss, electrical failure or other unforeseeable damage or loss; (e) TopView is not obligated to launch a commercial version of the Device; (f) TopView has the right to unilaterally abandon the development of the Device at any time and without any obligation or liability to the Tester or third parties. TopView makes no warranties for the device, express or implied, and expressly disclaims all warranties, including but not limited to the implied warranties of merchantability, suitability for a particular purpose, and non-infringement. In any case, the Tester undertakes to fully indemnify and hold harmless TopView in relation to any damage, loss, burden, cost, claim, action, claim or provision of the Public Authorities that may arise from the violation by

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the Tester and/or its employees and/or its consultants of the obligations set out in this Agreement.

5. **Intellectual Property.** For the purposes of the beta program, the Tester receives from the TopView a package containing: **one UTM BOX, n. x accessory _____, n. y accessory _____, QR code** to download the **User manual** and **velcro tape**. On request, TopView can provide a **UTM box with an external antenna, an antenna cable, and a mechanical adapter**. You acknowledge and agree that TopView and/or its partners/suppliers own all rights, title, and interest in and to the Device and the tools contained in the packaging you receive (including but not limited to intellectual property rights, copyrights, patents, patent applications, trade secrets, trademarks and other intangible rights contained therein). This Agreement or the execution of this Agreement does not allow the Tester to earn or acquire any right or license to copyright, patent, trade secret, trademark, or other intellectual property rights. The Tester agrees that the Device and all tools connected to it are and will remain exclusively the property of TopView. However, during the execution of the beta program, the Tester is considered a User of the Device and is therefore required to preserve the goods entrusted to him with due diligence. In addition, the Tester agrees to return, at the request of TopView, the Device and all the tools connected to it at the end of the Beta test, under penalty of the possibility of TopView to claim damages. All Information provided by TopView to the Tester remains the property of TopView and will be granted to the Tester only for the purposes set out in the Premises. Under no circumstances may the Tester make any rights or claims with respect to the information received. The Tester declares and acknowledges that all rights of use and exploitation, including economic, compete and belong exclusively to TopView, and therefore are not transferable by the Tester.
6. **Limitation of Liability.** The Tester assumes all responsibility for any injuries, pecuniary and non-pecuniary damages that may occur to him or to third parties during the use of the Device. At the same time, the Tester declares from now on, expressly, to accept that TopView will not be held liable under any circumstances to the Tester or other parties for damages of any kind arising from the installation or use of the device, whether caused by tort (including negligence), breach of contract, warranty or another type of action, including but not limited to direct, indirect, special, incidental and consequential damages of any kind that may arise in any way from this agreement, even if advised of the possibility of such damages.
7. **Fines.** Any fines for violations of current legislation on the subject, committed with the aircraft on which the Device is installed, during the period of the beta program, remain the sole responsibility of the Tester.
8. **Conflict of interest.** The Tester declares that neither he/she nor the members of his/her family are employees or representatives of any TopView competitor in Italy and abroad.
9. **Privacy.** The provision of personal data is mandatory and the processing will be carried out in full compliance with current privacy legislation (EU Regulation 2016/679). The full Policy is available at the premises of each Party to this Agreement. TopView may use, collect or save information generated by testing or using TopView products and materials provided to the

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Tester under this Agreement. The distribution and dissemination of data outside of TopView will take place exclusively in an aggregated and anonymous form.

Pursuant to and for the purposes of EU Regulation 2016/679 (GDPR), with the signing of this “Personal data processing consent” form, attached to this Agreement, the Tester consents to the processing of personal data in the manner and within the limits set out in the privacy policy that he declares to have received and read.

10. **Confidentiality.** The Tester undertakes to take all appropriate measures in order to guarantee the confidentiality of the techniques, programs, knowledge, methods used, as well as the information and documents communicated. The Tester undertakes to enforce this obligation of confidentiality on the part of its employees, collaborators and service providers. In addition, the Tester agrees to maintain confidentiality and not to disclose or discuss with third parties about the Device and TopView's development and marketing plans, of which he may become aware during his participation as a Tester. The confidentiality requirements will remain valid until the above topics become public knowledge.
11. **Duration and withdrawal.** This Agreement shall last from the signing of this act until the end of the Tester's participation in the Beta program unless termination occurs in advance by order of TopView. Either party may terminate this Agreement prior to the end of the Tester's participation in the Beta program, without cause, with written notice by registered letter with return receipt or digitally signed e-mail at least 7 days in advance.
12. **Express Termination Clause.** The Contract will be terminated by right, pursuant to Article 1456 of Italian Civil Code, if the Tester assigns, even partially, the Agreement to third parties without having previously obtained the written authorization from TopView. The termination of the contract does not relieve the Tester of the obligation to compensate for the damage due to TopView. In addition, violation of any obligation under the Agreement will result in the Tester's immediate removal from the Beta program(s). At TopView's request, the Tester will return the Device to TopView.
13. **Return documents.** Upon expiry of this Agreement and/or in the event of termination thereof, the Tester undertakes to return to TopView all copies of the documents, in any medium created, which contain or relate to the Information referred to in this Agreement. The Tester also undertakes to delete or destroy any recording and/or files on any medium that contains Confidential Information.
14. **Prohibition of assignment.** The Receiving Party may not assign this Agreement or any of its rights or obligations under it without TopView's prior written consent.
15. **Jurisdiction.** For any dispute concerning the interpretation and execution of this Agreement or in any case related to it, the court of Santa Maria Capua Vetere (CE) - Italy has exclusive jurisdiction. This Agreement constitutes the entire agreement between the Parties for the business herein. This Agreement is subject in full to Italian law.
16. **Miscellaneous. *Completeness of the agreements.*** The Agreement constitutes the integral manifestation of all agreements between the Parties regarding its object and supersedes and cancels any other previous agreement.

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Partial invalidity. The possible invalidity of individual clauses of the Agreement will not determine the ineffectiveness or invalidity of the same, without prejudice to the commitment of the Parties to replace any invalid clauses with agreements as equivalent as possible.

Tolerance. Any tolerance of one of the Parties with respect to the conduct of the other carried out in violation of the provisions contained in the Agreement shall not constitute and shall not be interpreted as a waiver of the rights deriving from the violated provisions or the right to demand the exact fulfillment of all the agreed terms and conditions.

Changes. Any modification to the Agreement shall not be valid and binding unless it results from a written act signed by the Parties.

Expenses. Each Party shall bear the fees, expenses, and costs of its respective professionals involved (including, without limitation, the fees of *advisors* and legal advisers) in connection with the transactions provided for in this Agreement and the negotiation and conclusion thereof.

Read, understood, discussed in all its parts, and approved.

San Nicola la Strada, Italy

TopView S.r.l.

The Tester

Pursuant to and for the purposes of Articles. 1341 and 1342 cc the parties, after reading the clauses contained in this contract, declare to expressly approve the following clauses: 1 **Object**, 2 **Feedback**, 3 **Authorization to perform tests**, 4 **Exclusion of liability**, 5 **Intellectual Property**, 6 **Limitation of liability**, 7 **Fines and fines**, 8 **Conflict of interest**, 9 **Privacy**, 10 **Confidentiality**, 12 **Express Termination Clause**, 14 **Prohibition of Assignment**, 15 **Competent Court**.

San Nicola la Strada,

The Tester

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Appendix C - Draft End User License Agreement for SW

END USER LICENSE AGREEMENT FORM

With this agreement, **between:**

_____, having its registered office in _____, tax code and VAT no. _____, in the person of its legal representative _____ (hereinafter the "Licensor"), **and** _____, having its registered office in _____, tax code and VAT no. _____, in the person of its legal representative _____, (hereinafter the "Operator"). The Licensor and the Operator hereinafter individually as the "Party", and collectively as the "Parties".

This End-User License Agreement ("Agreement") is a legal agreement hereby entered into between _____, either an individual, company or other legal entity, and its affiliates (hereafter, "Operator") and [NAME] ("Licensor")

The Parties hereby agree as follows.

1. OBJECT, DURATION AND PERFORMANCE OF CONTRACT

1.1 By means of this Agreement, the Licensor grants the Operator, who accepts, a licence for valuable consideration of limited duration, for a maximum of six months, with no right of sublicense (the "Licence"), without prejudice to the right of termination by either Party in accordance with the provisions herein.

1.2 Scope of License. Subject to the terms of this EULA, Licensor hereby grants to Operator a royalty-free, non-exclusive license to possess and to use a copy of the xxx.

Operator cannot make back-up copies of the xxx

1.3 Reproduction and Distribution

Operator may reproduce and distribute an unlimited number of xxx a maximum number of _____ copies of the xxx, provided each copy shall be a true and complete copy, including all intellectual property notices, and shall be accompanied by a copy of this EULA. Operator is not allowed to charge for distributing the xxx, either for profit or to recover media and distribution costs.

Standalone distribution

Copies of the xxx may be distributed as a standalone product or included with your own product, as long as the xxx is not sold or included in a product or package that intends to receive benefits through the inclusion of the xxx.

1.4 Description of Rights and Limitations

Operator and third parties may not reverse engineer, decompile, or disassemble the xxx, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.

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Licensor shall provide updates and maintenance on the xxx on an as needed basis.

2. COPYRIGHT AND INTELLECTUAL PROPERTY

Copyright and Intellectual Property rights are pertaining to Licensor.

The Parties accept and acknowledge that any intellectual and/or industrial property rights of either Party that pre-date this Agreement and are not connected to the subject of the Licence or to the Software, are excluded from this Agreement and shall remain the property of the Party that owned such rights prior to the Effective Date.

3. NON-COMPETE CLAUSE

The Licensor shall not transfer the documents to companies competing with the Operator for a period of one years from the date of delivery.

4. LIMITATION OF LIABILITY

4.1 In no event, whether in tort, contract, or otherwise, shall licensor or its licensors, partners, or suppliers be liable to Operator or any third parties under this agreement for any indirect, special, incidental, punitive, or consequential damages, costs, losses or expense, (including but not limited to lost profits, loss or interruption of use, loss of data, loss of goodwill, work stoppage, damage to networks, equipment, or hardware, or the cost of procurement of substitute goods or technology.

5. CONFIDENTIALITY AND NOTIFICATIONS

5.1 Confidentiality. Operator acknowledges and agree that the xxx incorporates confidential and proprietary information (“Confidential Information”) developed or acquired by Licensor including, but not limited to, technical and non-technical data, formulas, patterns, compilations, devices, methods, techniques, drawings and processes related to the xxx, which constitutes the valuable intellectual property of Licensor and its suppliers.

5.2 Use of Confidential Information. Each party will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other party’s Confidential Information in the strictest confidence. Confidential Information shall not be disclosed by either party to anyone except an employee, or agent who has a need to know same, or who is bound by a non-disclosure and confidentiality provision at least as restrictive as those set forth in this Agreement. Each party agrees to ensure that its employees, agents, representatives, and contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement. Licensor may use any technical information that Operator provides to Licensor for any of Licensor’s reasonable business purposes, including product support and development. Operator acknowledges that the xxx may include a monitoring capability that sends anonymous statistics about performance, device utilization and network size remotely to Licensor.

5.3 Ownership of Information. Except as explicitly stated in this Agreement, the party receiving the Confidential Information is granted no license or conveyance of disclosing party’s Confidential Information or any intellectual property rights therein. Title to the disclosing party’s Confidential Information shall remain solely with the party disclosing the Confidential Information.

5.4 Remedies. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of the confidentiality provisions of this Agreement and that

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either party may be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies may not be deemed exclusive remedies for a breach of these provisions but may be deemed in addition to all other remedies available at law or in equity.

5.5 Notices. Licensor may send Operator required legal notices and other communications about the xxx, including special offers and pricing or other similar information, Operator surveys or other requests for feedback (“Communications”). Licensor will send Communications via in-product notices or email to registered email addresses of named contacts, or will post Communications on Licensor’s website. Operator may notify Licensor of Operator’s preference not to receive any such Communications (which may have a technical impact on Operator’s use of the xxx and the provision of any Support Services). Licensor reserves the right, at any time and from time to time, to revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms or conditions (collectively, “Additional Terms”) on Operator’s use of the xxx. Such Additional Terms will be effective immediately and incorporated into this Agreement upon posting the revised agreement on

Licensor’s website and Operator waives any right to receive a specific notice of each such revision. Operator’s use of the xxx signifies acceptance of the Agreement inclusive of future revisions.

6. TERMINATION AND WITHDRAWAL

6.1 This Agreement and the licenses granted hereunder shall remain in effect until terminated by either party. Licensor may terminate this Agreement and the licenses granted hereunder, upon written notice for any material breach of this Agreement that f Operator ails to cure within thirty (30) days following written notice specifying such breach. Except as expressly provided herein, sections 2 and 5 of this Agreement shall survive termination.

6.2 Each Party will, in any case, have the right to withdraw from the Agreement after giving written notice of at least one (1) month to the other Party, to be sent by registered letter with return receipt or via certified email. The termination of the Agreement for any reason shall not affect the rights or liabilities acquired by either Party under the Agreement up to the time of its termination.

7. INDEMNIFICATION

7.1 Licensor shall indemnify and hold harmless Operator and its officers, employees, agents and representatives and defend any action brought against same with respect to any third-party claim, demand or cause of action.

7.2 Operator shall promptly provide Licensor with written notice of any claim which Operator believes falls within the scope of this indemnification provision of the Agreement. In the event that the xxx or any portion thereof is held to constitute an infringement and its use is enjoined, Licensor may, at its sole option and expense.

7.3 Notwithstanding the foregoing, Licensor will have no obligation for any claims to the extent such claims result from (i) modifications or alterations of the xxx made by or for or Operator any other party that were not provided by Licensor or authorized by Licensor in writing; (ii) use outside the scope of the license granted hereunder, (iii) use of a superseded or previous version of the xxx if infringement would have been avoided by the use of a newer version which Licensor made available to Operator, or (iv) use of the xxx in combination with any other xxx, hardware or products not supplied by Licensor. This indemnity obligation is subject to the limitation of liability and does not apply to any open source components of the xxx.

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8. APPLICABLE LAW AND JURISDICTION

8.1 This Agreement shall be governed by and construed in accordance with the laws of Italy.

8.2 In the event of a Dispute, representatives of the Parties shall, within twenty (20) Business Days of service of a Dispute Notice, hold a meeting in an effort to resolve the dispute or difference. Each Party shall use all reasonable endeavours to send a representative who has authority to settle the Dispute at the meeting.

8.3 In the event of any dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties shall first attempt to resolve such dispute or difference amicably.

8.4 Any dispute or difference that is not resolved in accordance with Clause 7.3 shall, unless otherwise agreed between the Parties, be referred to a court of law.

9. GENERAL PROVISIONS

9.1 Assignment. Operator may not assign this Agreement or any of its rights or obligations hereunder without Licensor's prior written consent. However, Licensor may assign this Agreement in the event of a merger or consolidation or acquisition of all or substantially all of its assets. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of each party.

9.2 Force Majeure. Licensor will not be held responsible for any failure, delay or interruption caused by circumstances outside its control, such as network failure, network connection failure, earthquake, flooding, strikes, embargos or acts of government. If such event giving rise to Force Majeure lasts for more than 30 (thirty) days, then either party may terminate this Agreement without such termination giving rise to any liability or right to any refund.

9.3 Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all written or oral prior agreements or understandings between the parties. The terms of this Agreement may not be modified except by a written agreement signed by both parties.

9.4 Severability. If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

9.5 Relationship of the Parties. Each party will be and act as an independent contractor and not as an agent or partner of, or joint ventures with the other party, and neither party will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

This Agreement enters into force from the date of its signing and valid until the Parties fulfil their obligations hereunder.

This Agreement is executed in two (2) copies of equal legal force, one copy for each Party.

Licensor

Operator

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