



## Data Sharing & Confidentiality Agreement

Last Updated December 14, 2020

SimpleCharters, Inc. (“**SimpleCharters**”) and \_\_\_\_\_ (the “**Operator**”) collectively, the Parties, agree to the terms and conditions found herein, effective upon the date of the Agreement as shown above.

Purpose: The Purpose of the SimpleCharters Data Sharing Agreement (“**Agreement**”) is to define the roles and responsibilities of each Party that will result in the proper integration and listing of the Operator’s aircraft for charter with real-time pricing on the SimpleCharters.com platform.

Whereas;

- 1) SimpleCharters is a web-based system designed to facilitate the information necessary for buyers and sellers of on- demand aircraft charter to efficiently match demand with appropriate supply. Users can search itineraries, compare aircraft, and book charter flights through the SimpleCharters platform. SimpleCharters, Inc. is not a direct or indirect "Air Carrier". SimpleCharters arranges flights on aircraft operated by FAR Part 135 or 121 air carriers or foreign equivalents ("Operators"), who shall maintain full operational control of charter flights at all times.
- 2) Operator is a FAA Part 135 or foreign equivalent charter operator. The Operator wishes to make their aircraft fleet available with real-time pricing on the SimpleCharters platform, for the purpose of enabling instant transactions from qualified users.

The Parties agree to the following:

- 1) For Operator -
  - a. SimpleCharters will provide the necessary plugin to interface with the Operator’s scheduling software database. The Operator will install the plugin to enable SimpleCharters to receive information regarding the availability and position of the Operator’s fleet of aircraft. The plugin will receive the following data:
    1. Aircraft availability based on maintenance, downtime, and scheduled trips and the timeframes for each item.
    2. Aircraft position as it pertains to maintenance, downtime, and scheduled trips.
    3. No personally identifiable information (PII) will be read, stored, or transmitted, including but not limited to customer information, passenger information, stored payment methods, or other sensitive data.
- 2) For SimpleCharters -
  - a. SimpleCharters will provide Operator with a plugin to interface with their scheduling software database. The plugin will receive the scheduled trip data with the purpose of determining aircraft current and future location and availability.

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that:

1. The Confidential Information to be disclosed can be described as and includes: Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
2. Both parties agree not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
4. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Either Party may terminate this Agreement without cause upon 90 days written notice to the other Parties. Nothing in this Agreement shall create any rights or obligations other than those expressly set forth in this Agreement, including any intellectual property rights or license or creating any kind of partnership or joint venture relationship between the Parties.

*(Intentionally left blank)*

This Agreement shall, in all respects, be governed by the laws of the State of Delaware. Each party shall comply with all applicable local, state, and federal laws, orders, regulations, and rules in its performance of this Agreement.

For Operator:

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

For SimpleCharters:

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: SimpleCharters, Inc