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**Flightradar24 AB**

Brunnsgatan 13, 9th Floor, 111 38 Stockholm, Sweden

c.a. Jena Contreras Cassirer

EMAIL [business@fr24.com](mailto:business@fr24.com)



ADP  
ADP-2024-0017155  
del 05-11-2024 11:57

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**Ufficio Acquisti, Gare e**

**Contratti – AdP**

SEDE

## **DELIBERA A CONTRARRE/LETTERA DI AFFIDAMENTO**

**OGGETTO: Aeroporti di Puglia. Affidamento Servizio Flightradar24 Data Services Agreement.**

**CIG: B415F50C54**

### **IL DIRETTORE GENERALE**

#### **VISTI**

- la Concessione statale del 25.1.2002, stipulata dalla Aeroporti di Puglia S.p.A. (nel seguito anche “AdP”) con l’Ente Nazionale Aviazione Civile, per la “progettazione, lo sviluppo, l’adeguamento, la gestione, la manutenzione e l’uso degli impianti e delle infrastrutture aeroportuali, comprensivi dei beni demaniali, degli aeroporti di Bari, Brindisi, Foggia e Grottaglie (TA)”;
- lo Statuto di Aeroporti di Puglia S.p.A. del 20.9.2021;
- il D.Lgs. n. 36 del 31.3.2023 (Codice dei Contratti Pubblici);
- l’art. 10, punto 1, lett. b) del Regolamento per l’affidamento degli appalti di AdP, di cui al prot. AdP 8048 del 21.5.2024;

#### **PREMESSO CHE**

- nell’ambito delle attività contemplate nell’intervento di Adeguamento ed Ammodernamento dei Sistemi Informatici di Scalo Aeroporti di Puglia, è prevista la fornitura del sistema di gestione dei voli di tutti gli aeroporti;
- tale sistema attualmente aggiorna i dati relativi ai voli utilizzando il canale di messaggistica standard IATA il quale viene alimentato solo al verificarsi di determinati eventi da parte di tutte le compagnie aeree e gestori aeroportuali di tutto il mondo;

### **CONSIDERATO CHE**

- in data 26/09/2024 nel corso di una verifica dello stato delle attività di progetto, la NAITEC, Affidataria dell'intervento di adeguamento ed ammodernamento dei sistemi informatici di Scalo, ha proposto ad AdP una soluzione supplementare che consentirebbe la lettura dei dati di stimato arrivo degli aeromobili sfruttando le API del gestore "Flight Radar 24" che intercetta i dati in tempo reale dei voli attraverso la significativa rete di antenne ADDBS distribuite su tutto il territorio mondiale;
- la ridetta soluzione consentirebbe ad AdP la gestione più puntuale ed efficace dell'avvicinamento dell'aeromobile e dello stimato arrivo presso gli scali con significativo miglioramento della gestione dei dati e maggiore attendibilità.

### **POSTO CHE**

- per consentire l'utilizzo dei dati ADDBS è necessario attivare il servizio di accesso ai dati dei voli in arrivo presso gli aeroporti pugliesi forniti da Flight Radar 24 in quanto più attendibili della messaggistica IATA;
- trattasi di Servizio altamente peculiare non facilmente rinvenibile sul mercato.
- per la predetta necessità è stata interpellata la Flight Radar 24, azienda leader del settore che può garantire la maggiore e più efficace attendibilità dei dati di traffico, e per la quale è già disponibile il connettore dei sistemi di scalo ad oggi in uso.

### **CONSIDERATO CHE**

- al fine di consentire l'utilizzo delle API di Flight Radar 24 è necessario affidare alla predetta Società il Servizio mensile per l'accesso a tali API;
- a seguito di richiesta avanzata dalla SA, la Flight Radar 24 ha presentato la proposta tecnico/commerciale Prot. n. 07/AEROPORTIDIPUGLIA/24 del 25/09/2024, che si appalesa idonea in quanto la soluzione proposta contempla un sistema di fornitura dati integrabili con i sistemi di scalo ad oggi in uso presso gli aeroporti pugliesi;
- la predetta offerta, che contempla un canone mensile di €. 500,00/mese per tutti gli aeroporti, è stata considerata congrua dal RUP in relazione alla peculiarità delle prestazioni ed alla circostanza che i dati forniti riguardano i quattro aeroporti pugliesi.

### **TENUTO CONTO CHE**

- l'affidamento in questione è da considerarsi strumentale e direttamente connesso all'attività di gestione del sedime aeroportuale individuata all'art. 150 del D.Lgs n. 36/2023 e, pertanto, lo stesso è disciplinato dalle disposizioni di cui al libro III del D.Lgs n. 36/2023, dedicate agli

appalti nei c.d. “Settori Speciali”, con riferimento ai contratti strumentali da un punto di vista funzionale ad una delle attività previste dagli articoli da 146 a 152 (art. 141 “Ambito e norme applicabili”);

#### **DATO ATTO CHE**

accertato l’interesse transfrontaliero, può tuttavia procedersi con l’affidamento diretto del servizio in questione ai sensi dell’art. 10, punto 1, lett. b) del Regolamento per l’affidamento degli appalti di AdP, di cui al prot. AdP n. 8048 del 21.5.2024, considerato il modico importo dell’affidamento nonché la peculiarità dello stesso.

#### **VISTO**

- l’art. 17, comma 1, del D.Lgs n. 36/2023 il quale dispone che, prima dell’avvio delle procedure di affidamento dei contratti pubblici, le Stazioni Appaltanti, in conformità ai propri ordinamenti, adottano la decisione di contrarre, individuando gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;
- l’art. 17, comma 2, del D.Lgs n. 36/2023 che stabilisce la possibilità di avviare le procedure ad affidamento diretto tramite determina a contrarre o atto equivalente che contenga, in modo semplificato, l’oggetto dell’affidamento, l’importo, il fornitore, le ragioni della scelta del fornitore nonché il possesso dei requisiti tecnico-professionali, ove richiesti;

#### **ACCERTATA**

la disponibilità finanziaria per l’affidamento *de quo*;

#### **PRESO ATTO CHE**

il RUP per l’affidamento dell’incarico in parola è il Dott. Luigi Campese, Responsabile IT Aeroporti di Puglia, all’uopo nominato giusta nota prot. AdP n. 16916 del 31.10.2024;

#### **DETERMINA**

**DI DARE ATTO** che le premesse sono parte integrante e sostanziale del dispositivo del presente provvedimento;

**DI AFFIDARE** alla Flightradar24 AB, Brunnsgratan 13, 9th Floor, 111 38 Stockholm, Sweden il Servizio di accesso ai dati dei voli in arrivo presso gli aeroporti pugliesi, alle condizioni economiche di cui all’offerta inoltrata dalla Società in data 23.10.2024, da considerarsi parte integrante e sostanziale della presente Determina;

**DI DISPORRE** l’affidamento per **mesi 36 ( trentasei)** a far data dal presente dispositivo;

**DI RICONOSCERE** per i servizi oggetto di affidamento, un corrispettivo, riferito a tutti gli aeroporti di €. 500,00/mese, non imponibile Iva, trattandosi di impresa straniera non avente sede in Italia;

**DI DISPORRE CHE** il corrispettivo sopra indicato dovrà essere fatturato a cadenza annuale anticipata con pagamento a 30 giorni dall’inoltro delle fatture;



**DI DISPORRE CHE** il contratto potrà essere risolto in tutte le ipotesi previste all'art. 122 del Codice dei Contratti Pubblici;

**DI DARE ATTO** che il CIG per il presente affidamento, riferito alla durata dell'incarico è il seguente: B415F50C54;

Per tutto quanto non espressamente contemplato nella presente Lettera di affidamento, si rinvia alle disposizioni di legge, in particolare al D.Lgs 36/2023, per la parte applicabile ai "settori speciali", nonché ai regolamenti vigenti in materia e alla normativa ENAC.

Per l'effetto

Ai sensi dell'articolo 3, comma 8, della Legge n. 136/2010 e s.m.i., le Parti assumono irrevocabilmente tutti gli obblighi di tracciabilità dei flussi finanziari di cui alla Legge n. 136/2010 e s.m.i.. L'Affidatario è tenuto a comunicare ai sensi e nei termini di cui all'art. 3, co. 7 della Legge n. 136/2010 e s.m.i., gli estremi identificativi del conto corrente dedicato e le generalità e il codice fiscale delle persone delegate ad operare su tale conto dedicato.

Le fatture dovranno essere emesse in formato elettronico utilizzando il Sistema di interscambio (SDI) adottando il formato XML già previsto per la fatturazione elettronica alle Pubbliche amministrazioni. Il codice Univoco che identifica Aeroporti di Puglia S.p.A. presso lo SDI è il seguente: M5UXCR1. Le fatture dovranno riportare il riferimento al presente ordine (CIG, num. di prot. e data), le coordinate bancarie per il relativo bonifico. AdP corrisponderà all'Affidatario il corrispettivo indicato in fattura tramite bonifico bancario sul C/C indicato dalla stessa.

L'Affidatario dichiara di essere a conoscenza delle disposizioni di cui al Decreto Legislativo 8 giugno 2001 n. 231 e successive integrazioni, nonché delle norme del Codice Etico e di quelle previste dal Modello 231 della società AdP S.p.A., pubblicato sul sito [www.aeroportidipuglia.it](http://www.aeroportidipuglia.it) in relazione al presente incarico e si impegna, pertanto, a tenere un comportamento in linea con il suddetto Codice Etico e con il Modello, per le parti applicabili, e comunque tale da non esporre AdP al rischio dell'applicazione delle sanzioni previste dal suddetto Decreto Legislativo. L'inosservanza di tale impegno da parte dell'Affidatario costituirà grave inadempimento contrattuale e legittimerà AdP a risolvere il presente affidamento con effetto immediato, ai sensi e per gli effetti di cui all' art. 1456 cod. civ., fermo restando il risarcimento dei danni.

L'Affidatario si impegna a rispettare i principi contenuti nel piano aziendale Anticorruzione visionabili sul sito [www.aeroportidipuglia.it](http://www.aeroportidipuglia.it) nella sezione "Società trasparente".

L'Affidatario dichiara che non sussistono relazioni di parentela o affinità tra i titolari, gli amministratori, i soci, e i dipendenti dell'impresa, e i dirigenti e i dipendenti della Stazione Appaltante (combinato disposto dell'art. 1, comma 9, lett. e) della L. 190/2012 e dell'art. 6 del D.P.R.62/2013).

Preso atto di quanto specificato dall'ANAC negli orientamenti nn. da 1) a 4) del 2015, oltre che nei pareri sulla normativa del 4 e del 18 febbraio 2015 nonché del 21 ottobre 2015, l'Affidatario dichiara, ai fini dell'applicazione dell'art. 53, comma 16 ter del D.Lgs. 165/2001 introdotto dalla L. 190/2012, che non ha concluso contratti di lavoro subordinato o autonomo e comunque non ha attribuito incarichi ad ex dipendenti di AdP che hanno esercitato poteri autoritativi o negoziali per

conto di AdP nei propri confronti, nel triennio successivo alla cessazione del rapporto di lavoro con AdP (*Pantouflage*).

### **Trattamento dei dati personali (Artt. 12 - 13 GDPR 2016/679)**

Agli effetti della presente procedura si informa che i dati personali saranno trattati per le finalità sottoindicate e, a tal fine, come prescritto dalla normativa europea per la tutela dei dati personali (Regolamento Europeo 679/2016 – GDPR), si forniscono le informazioni che seguono:

#### **1. Titolare del Trattamento e Responsabile della protezione dei dati.**

Il Titolare del trattamento, ovvero il soggetto cui spettano le decisioni riguardo alle finalità, modalità e sicurezza dei dati personali, è Aeroporti di Puglia S.p.A., con sede al Viale Enzo Ferrari n. 1, 70128 - Bari.

#### **2. Responsabile per la protezione dei dati personali.**

La e-mail di contatto del responsabile per la protezione dei dati personali di AdP è [dpo@aeroportidipuglia.it](mailto:dpo@aeroportidipuglia.it);

#### **3. Finalità e basi giuridiche del trattamento.**

I dati personali, che saranno forniti e che saranno raccolti in modo lecito, corretto e trasparente (Art. 5 GDPR) nel corso della presente procedura, saranno trattati per le finalità secondo le basi giuridiche di cui all'art. 6, comma 1, lett. b del GDPR. Il rifiuto al trattamento dei dati comporterà l'impossibilità di dare esecuzione all'affidamento.

#### **4. Destinatari e categorie di dati trattati.**

I dati personali forniti o acquisiti nel corso della procedura saranno trattati esclusivamente da personale all'uopo istruito ed autorizzato o da responsabili del trattamento all'uopo designati ovvero da soggetti indicati come destinatari per specifici obblighi di legge (es. società di revisione etc.), regolamentari o della normativa comunitaria, oppure per eseguire gli obblighi derivanti dal contratto con il Titolare.

#### **5. Trasferimento all'estero**

I dati personali non sono trasferiti al di fuori dell'Unione Europea.

#### **6. Periodo di conservazione dei dati personali e criteri utilizzati**

I dati personali oggetto di trattamento sono raccolti in documenti la cui conservazione è stabilita coerentemente alle finalità di trattamento come sotto riepilogato.

Nel caso di specie 10 anni dalla scadenza dell'affidamento.

#### **7. Diritti dell'interessato**

Il Regolamento riconosce i diritti che l'Appaltatore può esercitare nei confronti di e contro ciascun contitolare un estratto completo dei quali, come tutte le altre ulteriori e necessarie informazioni è disponibile sul sito web di AdP all'indirizzo <https://www.aeroportidipuglia.it/privacy-zone>.

#### **8. Fonte di origine dei Dati**

I dati forniti per le finalità precedentemente indicate sono raccolti dal Titolare a mezzo di persone autorizzate al trattamento. Lo svolgimento delle procedure contrattuali o di altri incarichi può comportare la raccolta dei dati anche presso terzi sempre se ammessa o richiesta da obblighi contrattuali o normativi. Fermo restando il diritto del Titolare di ottenere documenti e notizie necessarie allo svolgimento dell'incarico, i dati saranno forniti nel rispetto del principio di



## AEROPORTI DI PUGLIA

BARI BRINDISI FOGGIA TARANTO

minimizzazione e applicando le misure di sicurezza espressamente previste dal GDPR (es. pseudonimizzazione).

La presente determina sarà pubblicata sul sito web di Aeroporti di Puglia, nella sezione "Società Trasparente", al fine di assolvere agli obblighi di pubblicazione.

Si prega di restituire la presente a mezzo p.e.c., firmata per accettazione, entro e non oltre 7 giorni dalla ricezione.

Il Direttore Generale  
Arch. Marco Catamerò

Responsabile  
Ufficio Acquisti, Gare e Contratti  
Dott.ssa A. Clerdo

Dott. Luigi CAMPESE

Per accettazione  
Flightradar24 AB



## Flightradar24 Data Services Agreement

Date of Preparation: 23.10.2024

FR24 Customer Reference Number: 19702214741

ORDER SECTION 1: CUSTOMER DETAILS		
Company Name (Registered Entity)	Aeroporti di Puglia	
Company Address	Luigi Campese, IT Manager	
Primary Contact	Name, Position	Luigi Campese, IT Manager
	Email, Phone	<a href="mailto:aciardo@aeroportidipuglia.it">aciardo@aeroportidipuglia.it</a> , 0805800373
Technical Contact	Name, Position	Luigi Campese, IT Manager
	Email, Phone	<a href="mailto:lcampese@aeroportidipuglia.it">lcampese@aeroportidipuglia.it</a> , 0805800222
Invoice Contact	Name, Position	Francesca Capurso, Accountable Supervisor
	Email, Phone	<a href="mailto:fcapurso@aeroportidipuglia.it">fcapurso@aeroportidipuglia.it</a> , 0805800208
Invoice Address (if different to above)		
EU VAT Number	03094610726	
Bank Location (Country)		

ORDER SECTION 2: DATA SERVICE DETAILS	
Service Type	Live Flight Positions Data Feed
Service Specifications	Content and format as detailed in separately provided technical documentation entitled 'Flightradar24 Data Service_Live Flight Positions Feed'
Service Configuration	Airport: Bari=BRI, Brindisi=BDS, Foggia=FOG, Grottaglie=TAR:
Service Delivery Type	Recurring Data Service
Service Delivery Frequency	Live Feed with 4 consumer group
Service Delivery Method	Data feed via Microsoft Azure Event Hubs (JSON)
Service Start Date	On date of final signature
Initial Term	12 Months
Renewal Term	12 Months
Renewal Term Notice Period	3 Months

ORDER SECTION 3: LICENSE FEE AND PAYMENT DETAILS	
Service Set Up Fee	N/A



License Fee	Recurring Data Service : €500 per month
Currency	EUR
Invoice Schedule	Annually in advance at start of Data Service
Invoicing Method	Electronic invoice in .pdf format sent via email to the Invoice Contact Email address as specified on this Order, according to the Invoice Schedule above.
Invoice Administration Fee <i>(applicable for all custom invoicing requirements from Customer)</i>	€150 per invoice
Supplier Registration Fee <i>(applicable for all custom supplier registration requirements from Customer)</i>	€250 per required registration
Payment Method	Bank transfer via electronic (email) invoice
Payment Terms	30 Days
Customer Purchase Order Number	<i>If provided by Customer</i>

Submission of this Order confirms that you have read and accept the Data License Terms (the "License Terms") continued below which together with this Order, constitute an agreement (the "Agreement").

Authorized signature on behalf of the Customer:

Name & Position (Printed): Arch. Marco Catamerò – General Manager



Date & Location: Bari, 29/10/2024

Signature on behalf of Flightradar24 AB:

Name & Position (Printed): Fredrik Lindahl, CEO

Date & Location:





**Flightradar24 AB**  
Brunnsgatan 13, 9th Floor, 111 38 Stockholm, Sweden  
[www.flightradar24.com](http://www.flightradar24.com)  
Organisation number: 556895-1213  
VAT number: SE 556895121301

With regard to the information contained within, we appreciate your undertaking to respect and preserve the confidentiality of this document and not to disclose or otherwise make available this material to any third party or use it for any purpose other than the tender and procurement process.

## Flightradar24 AB Data License Terms

These license terms and conditions (the "**License Terms**") govern the Customer's use of the Flightradar24 Data, as defined below. The Flightradar24 Data is the property of Flightradar24 AB a limited liability company incorporated under the laws of Sweden with corporate registration number 556895-1213, hereinafter referred to as "**Flightradar24**". Flightradar24 and the Customer may hereinafter also jointly be referred to as the "**Parties**" and individually as a "**Party**".

### 1. Definitions

- 1.1 "**Agreement**" shall mean the Order together with these License Terms.
- 1.2 "**Customer**" shall mean the entity that has ordered the license to the Flightradar24 Data, as set out in the Order.
- 1.3 "**Flightradar24 Data**" shall mean Flightradar24's ADS-B and MLAT data as described on Flightradar24's website. For reasons of clarity, and unless specifically stated in the Order, Flightradar24 Data does not include other positioning data such as satellite data provided by third parties.
- 1.4 "**Effective date**" shall mean the date of the Customer's signature of the Agreement.
- 1.5 "**License Fee**" shall mean the fee for the Service as specified on the Order.
- 1.6 "**One-Off Data Purchase**" shall mean the provision of the Service through a one-time purchase of Flightradar24 Data.
- 1.7 "**Order**" shall mean the order form for the Service signed by both parties. All words and phrases defined in the Order and used in these License Terms shall have the same meaning in these License Terms as given to such words and phrases in the Order.
- 1.8 "**Recurring Data Service**" shall mean the provision of the Service through a subscription where Flightradar24 Data is provided to the Customer on a regular basis during the time period agreed by both parties and as specified on the Order.
- 1.9 "**Service**" shall mean the provision of Flightradar24 Data by Flightradar24 to the Customer.
- 1.10 "**Support**": the support to be supplied by Flightradar24 as set out in Appendix A.
- 1.11 "**Term**" the Initial Term and any Renewal Term.

### 2. General

- 2.1 This Agreement forms the entire agreement and understanding of the parties in relation to the provision and use of the Service. The Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. No terms of business or general terms of the Customer shall apply between the parties. Any variation to this Agreement must be specifically agreed by the parties in writing.
- 2.2 By signing the Order or by downloading or otherwise using the Flightradar24 Data, the Customer confirms that it has read and agreed to be bound by this Agreement and that it has full authority to enter into this Agreement.

### 3. Scope of License

- 3.1 Subject to the Customer's timely payment of the License Fee, and compliance with these License Terms, the Customer is given a non-perpetual, non-exclusive, non-transferable, revocable, worldwide license, with no right to sub-license:
  - a. to use and reproduce the Flightradar24 Data or extracts of the Flightradar24 Data solely within its system for its internal business use and for the production of documentation for internal use and benefit

- b. For the sake of clarity, the right granted in clause 3.1 does not include the right to use the Flightradar24 Data on the back-end or in any other database accessible through an external software for any commercial use or commercial purpose.
- 3.2 The Customer may not use, copy, record, collect, store or otherwise transfer the Flightradar24 Data, or part thereof, except as expressly permitted by the Agreement. Furthermore the Customer may under no circumstances alter, develop or make additions to the Flightradar24 Data.
- 3.3 The Customer may not sub-license, rent, lend or otherwise permit any person other than the Customer to, directly or indirectly, with or without remuneration, dispose of or otherwise use the Flightradar24 Data, except as expressly permitted by the Agreement.
- 3.4 The Customer may not remove or alter any proprietary rights notices on the Flightradar24 Data, Service or the media by which it is made available, regarding patents, copyright, trademarks or other intellectual property rights.
- 3.5 For the avoidance of doubt, the license grant and the scope of the license does not include any additional Support in relation to the Services other than those outlined in Appendix A.
- 3.6 The Customer will ensure that any material based on the Flightradar24 Data will include information reflecting that the Flightradar24 Data was furnished by Flightradar24.
- 3.7 The Customer warrants that it will not: (i) use the Flightradar24 Data for any criminal, unlawful or unsuitable activity; (ii) introduce any virus, logic bomb, harmful code or Trojan horse to the Flightradar24 Data; (iii) interfere with or disrupt networks connected to the Flightradar24's Service, (iv) permit any party, whether or not an authorized user of its system and/or software, to download, extract, transmit to any other system and/or software by electronic or manual means, copy or otherwise reproduce all or any part of any Flightradar24 Data other than in accordance with the License granted under this Agreement, or (v) do anything that may materially damage the reputation of Flightradar24.
- 3.8 Where the Customer wishes to use the Flightradar24 Data for any purpose other than in accordance with the license granted under this clause 3, the Customer must apply in writing to Flightradar24 stating the proposed purpose for which the Flightradar24 Data is to be used. No such use may commence without Flightradar24's express prior written approval. There may be additional charges for the Customer's additional use of the Flightradar24 Data if such approval is given by Flightradar24.
- 3.9 Use of the Flightradar24 Data in breach of this clause 3 will always be deemed to constitute a material breach of the Agreement.

#### **4. The Service**

- 4.1 The Services will be provided by Flightradar24 to the Customer through the One-Off Data Purchase and/or the Recurring Data Service as set forth in the Order and the Customer may use the Flightradar24 Data and the Service solely in accordance with, and subject to the restrictions set out in this Agreement.
- 4.2 Flightradar24 reserves the right to refuse any Order and no Order shall be legally binding upon Flightradar24 unless countersigned by Flightradar24.
- 4.3 Flightradar24 will use its commercially reasonable endeavours to make the Service available to the Customer at all times subject to clause 8.
- 4.4 Flightradar24 always seeks to make Service improvements and innovate for the Customer. In the case of Recurring Data Services, scheduled maintenance for this purpose will not always require a Service interruption but, if an interruption is required Flightradar24 will use commercially reasonable efforts to provide the following lead times: (i) 7 days prior written notice for Service maintenance that will minimally affect the Customer (ii) 6-8 weeks prior written notice for Service improvement releases with minor changes affecting the Customer (iii) 3 months prior written notice for Service improvement releases with a greater impact on the Customer.

- 4.5 It will be the Customer's sole responsibility to, at its expense, obtain, install, and maintain suitable equipment, software and Internet access or connection necessary to access the Service.
- 4.6 For Orders that specify a Service Delivery Method by 'https download via URL (CSV)', Flightradar24 applies a general data retention period of three months from the calendar date made available. Once this period has been fulfilled Flightradar24 reserves the right to remove or otherwise alter access without prior notice to the Customer.
- 4.7 In order to provide the Service, Flightradar24 sources data, for instance flight scheduling data, from third parties for the purpose of internal data matching (within its internal back-end environment). Flightradar24 confirms that it has all necessary and required rights, permissions and licenses to use any such third party data in order to provide the Service. The Customer acknowledges that Flightradar24 receives such third party data and uninterrupted receipt of this data is not guaranteed and may not be available from time to time. Such unavailability shall not be deemed to constitute any fault or deficiency in the Service and Flightradar24 takes no responsibility for such third party data.
- 4.8 In relation to a Recurring Data Service, this shall be available for the term stated on the Order ("**Initial Term**") whereby it shall be automatically renewed for successive periods of one (1) year (each a "**Renewal Term**") unless terminated in writing, not less than three (3) months prior to such Renewal Term.

## 5. Payment and Billing

- 5.1 The customer shall pay the fees to Flightradar24 as set forth in this Agreement. The fees exclude Value Added Tax (VAT) or any other applicable sales, goods, service or use tax, which the Customer will pay in addition to the fees, as applicable.
- 5.2 The License Fees agreed between the parties are charged in accordance with the Invoice Schedule as set out in the Order. Invoices are sent via email in .pdf format to the Invoice Contact Email address as specified on the Order. Payments shall be made in the currency specified on the Order clear of all deductions. All payments shall be due within thirty (30) days from the date of the invoice.
- 5.3 For all custom invoicing requirements (including but not limited to the one-off or recurring submission of invoices via Customer Supplier Portals), the Customer will pay the applicable Supplier Registration Fee and Invoice Administration Fees as specified on the Order.
- 5.4 In relation to Recurring Data Services, Flightradar24 reserves the right to apply increases to the License Fee according to the average change in the Swedish Consumer Price Index over the Initial Term plus three percent (3%). Any such change will become effective on the then forthcoming Renewal Term. In the event of changes to the License Fee exceeding the amounts defined in this clause 5.4, the Customer will be informed of such change not less than 90 days in advance of such change taking effect.
- 5.5 Flightradar24 reserves the right to charge interest for delay in payment and costs of recovery in accordance with applicable legislation.

## 6. Intellectual Property Rights

- 6.1 Flightradar24 has all necessary intellectual property rights, permissions and licences to provide the Services to the Customer.
- 6.2 Title to the Flightradar24 Data shall vest solely with Flightradar24 or Flightradar24's licensors and the Flightradar24 Data is protected by copyright and/or other intellectual property rights. The Customer's agreement with Flightradar24 does not in any way entail a transfer to the Customer of title or any other intellectual property rights to the Flightradar24 Data.
- 6.3 The Customer's license to use the Flightradar24 Data is as set out in this Agreement and in particular in clause 3. Flightradar24 may terminate the Agreement and the license in accordance with clause 7.3 at any time in the event of a material breach of one or more of the provisions of this Agreement, including but not limited to, perceived or actual



infringement of any of Flightradar24's and/or its licensors' copyright or other intellectual property rights or if the scope of usage is or is intended to be outside this Agreement.

## **7. Term and Early Termination**

- 7.1 This Agreement shall begin on the Effective Date and remains in force during the Term. In relation to One-Off Data Purchases, this Agreement shall be applicable for such a purchase and thereafter expire. However, the terms and conditions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement (including where the Customer's license is perpetual), including but not limited to clauses 6, 8.6 and 10, shall so survive the expiration or termination of this Agreement.
- 7.2 Flightradar24 may without liability suspend the Service or terminate the Agreement (i) if the Customer is in breach of any of its obligations under this Agreement but has failed to cure such breach (where possible to cure) within seven (7) days after being requested by Flightradar24 to do so; or (ii) if the Customer fails to make any payment when it is due under this Agreement after receiving seven (7) days' written notice from Flightradar24 to do so.
- 7.3 Either party may terminate this Agreement immediately by serving written notice on the other party if the other party: at any time, is insolvent or if there are reasonable grounds to assume that the party is insolvent; or breaches any provision of this Agreement which is incapable of being remedied; or breaches any provision of this Agreement which is capable of being remedied but has failed, within thirty (30) days after being requested by the other party in writing to remedy the breach.
- 7.4 If the Customer has purchased a Recurring Data Service and the Agreement is terminated by the Customer under clause 7.3, Flightradar24 shall refund to the Customer the part of the subscription fee already paid which relates to any unexpired part of the subscription, calculating the value of such refund on a pro rata basis. The Customer is not entitled to any refund if the Agreement is terminated by Flightradar24 under clause 7.3.
- 7.5 If the Customer's license is non-perpetual (as defined in clause 3.1), then upon termination or expiry of this Agreement the Customer shall destroy or return, as instructed by Flightradar24, all Flightradar24 Data received via the Recurring Data Service.
- 7.6 Termination or expiry of this Agreement will not affect any accrued rights or liabilities of either party.

## **8. Liability and indemnity**

- 8.1 Flightradar24 strives to provide accurate and relevant information. However, the Flightradar24 Data and the Service are provided "as is" and "as available". Flightradar24 does not and cannot warrant that the Flightradar24 Data or the Service is accurate, complete, reliable, secure, useful, fit for purpose, error-free, or that the data sources will be available without interruption. The Customer assumes all risk for using, and for any results obtained or liability incurred, by or as a result of using the Flightradar24 Data, the Service or for failing to access the Service on any occasion.
- 8.2 Flightradar24 is not responsible for invalid destinations or transmission errors in, corruption of, or the security of the Customers information when using the Flightradar24 Data or the Service or when carried over any telecommunications or data communications facilities.
- 8.3 Except as expressly set out in this Agreement all warranties, representations, terms, conditions or undertakings whether implied by statute, custom, trade usage, course of dealing or otherwise (including any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose) are, to the fullest extent permitted by law, hereby excluded.
- 8.4 Unless expressly provided otherwise neither party is liable to the other or any third party, whether arising out of or resulting from negligence, breach of this Agreement, or any other cause of action for: (i) indirect loss or damage; or (ii) loss of profits, business, business opportunities, revenue, turnover, reputation or anticipated savings, loss of goodwill, lost or wasted management time or the lost time of other employees, in each case whether direct or indirect.

- 8.5 Flightradar24's maximum liability towards the Customer, in aggregate under this Agreement, is the sum the Customer has paid to Flightradar24 (i) for the One-Off Data Purchase, or (ii) in fees for the Recurring Data Service in the twelve (12) months immediately preceding the date upon which any cause of action or claim arises.
- 8.6 The Customer will indemnify and hold Flightradar24 and its affiliates, Flightradar24's and its affiliates' directors, officers, employees, agents and subcontractors harmless against any and all claims, action, demands, liabilities, losses, expenses, damages and costs including but not limited to legal fees, that may be incurred by or asserted against Flightradar24 as a result of the Customer's use of the Flightradar24 Data or the Service or the Customer's breach of this Agreement.
- 8.7 Notwithstanding any other clause in these Terms, neither party excludes its liability for (i) death or personal injury caused by its negligence, (ii) damages caused by its gross negligence or wilful misconduct, or (iii) fraud.

## 9. Force Majeure

- 9.1 Neither party will be liable for any delay in performing or failure to perform any obligation under this Agreement (save for a payment obligation), to the extent that the delay or failure results from events or circumstances outside its reasonable control, including but not limited to war, riot, strike, lockout or any other industrial action, fire, earthquake, flood. If any such event occurs the party affected shall, as soon as possible, notify the counterparty of the occurrence of the event. Notwithstanding this, in the event of a delay exceeding thirty (30) days, either party may terminate this Agreement forthwith on written notice to the other.

## 10. Confidentiality

- 10.1 Each party agrees to keep and procure to be kept secret and strictly confidential all information in any form or medium whether disclosed orally or in writing before or after the execution of this Agreement designated as confidential in writing by either party together with all other information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, subcontractors, customers and suppliers of either party, including the terms of this Agreement, or information which otherwise may reasonably be regarded as confidential information of the disclosing party. For the avoidance of doubt confidential information shall not be used by either party for any purpose other than fulfilling its obligations and complying with the terms and conditions of this Agreement, as required by mandatory applicable law or regulations of administrative bodies or to the extent required by the rules of any relevant stock exchange.
- 10.2 Neither party shall at any time divulge, disclose or otherwise furnish, directly or indirectly, to any third party any confidential information unless explicitly permitted herein or required by law or regulations of administrative bodies.
- 10.3 Each party shall reveal the confidential information only to their employees or other persons engaged to whom disclosure is necessary for them to perform their duties for the purpose of this Agreement. Each party shall impose the above obligation of confidentiality on their employees and other persons.
- 10.4 The provisions of this clause 10 shall not apply to any confidential information which the receiving party can demonstrate; (i) is or becomes public knowledge other than by breach of this Agreement; (ii) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; (iv) is independently developed without access to the confidential information; (v) is required by mandatory law, rule, regulation, applicable stock exchange rules or an order by any judicial or regulatory body.
- 10.5 This clause 10 shall survive the termination or expiration of this Agreement.

## 11. Miscellaneous

- 11.1 All notices to Flightradar24 under this Agreement shall be sent to the address, or e-mail address as follows: Flightradar24 AB Brunnsgatan 13, 111 38, Stockholm, Sweden, (email: [info@fr24.com](mailto:info@fr24.com)) or any other address that

Flightradar24 may inform the Customer of from time to time. All notices to the Customer under this Agreement will be sent to its address or e-mail address set out on the Order or as provided by the Customer as part of the online registration process, or any other address that the Customer may inform Flightradar24 of from time to time.

- 11.2 The Customer agrees that Flightradar24 may at its sole discretion and option, and without notice, assign this Agreement, in whole or in part, and/or any rights, licenses or obligations to a third party. The Customer may not assign, sub-license, or otherwise transfer the Service, the Flightradar24 Data, this Agreement or any of its rights under this Agreement, subcontract its obligations, or resell any of the Service or the Flightradar24 Data without the prior written permission of Flightradar24.
- 11.3 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 11.4 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

## **12. Governing Law and Disputes**

- 12.1 This Agreement shall be governed by the substantive laws of Sweden, with exception for its conflict of laws rules.
- 12.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**").
- 12.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The place of the arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English.
- 12.4 Nothing in this clause will prevent Flightradar24 for seeking enforcement for any payment due under this Agreement.

End.



#### **Appendix A: Support Service**

1. The Support Service consists of providing remote technical support to the Customer, primarily by email, concerning functionality or Customer issues with the Flightradar24 Data. Flightradar24 aims to answer any support question within 24 hours from when such a request has been read by Flightradar24 considering the working time listed below, but cannot make any commitments to this effect. Flightradar24's support obligations are limited to assist the Customer to a commercially reasonable extent in accordance with what is stated below.
2. Support Services are provided during Flightradar24's ordinary business hours during Monday to Friday excluding Swedish holidays, between 9 am and 5 pm CET.
3. The Customer shall email all requests for support to [business@fr24.com](mailto:business@fr24.com).
4. For reasons of clarity, Flightradar24 will not be able to assist with Support relating to:
  - a. Problems caused by changes made by the Customer or interference with the Flightradar24 Data carried out without Flightradar24's consent;
  - b. Problems caused by the Customer not using the Flightradar24 Data in accordance with Flightradar24's instructions or by other acts of negligence on the part of the Customer;
  - c. Problems caused through viruses or other outside or third party software.
  - d. Support for the Customer's systems and/or Customer Products.