

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("Agreement") is entered between FL3XX GmbH, an Austrian company with offices at Kolingasse 11, 1090 Vienna, Austria ("FL3XX") and the entity agreeing to these terms ("the Customer"), together referred to as "the Parties". It is an integral part of the Subscription Agreement concluded between FL3XX and the Customer.

WHEREAS

- (A) FL3XX acts as a Data Processor for the Customer (the Competent Data Controller).
- (B) The Customer wishes to subcontract certain services, which imply the processing of personal data, to FL3XX.
- (C) The Parties seek to implement a Data Processing Agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1. Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:
 - 1.1.1. "Agreement" means this Data Processing Agreement and all schedules;
 - 1.1.2. "Customer Personal Data" means any Personal Data processed by FL3XX on behalf of the Customer pursuant to or in connection with the FL3XX Subscription Agreement;
 - 1.1.3. "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
 - 1.1.4. "EEA" means the European Economic Area;
 - 1.1.5. "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
 - 1.1.6. "GDPR" means EU General Data Protection Regulation 2016/679;
 - 1.1.7. "Data Transfer" means:
 - 1.1.7.1. a transfer of Customer Personal Data from the Customer to FL3XX; or

- 1.1.7.2. an onward transfer of Customer Personal Data from FL3XX to a Subprocessor, or between two establishments of a Subprocessor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);
- 1.1.8. "Services" means all the services, which FL3XX provides.
- 1.1.9. "Subprocessor" means any person appointed by or on behalf of FL3XX to process Personal Data on behalf of FL3XX in connection with the Agreement.
- 1.1.10. "Annex I" means the annex attached to this Agreement, which describes the scope, nature, and details of the processing of Customer Personal Data as required under Article 28(3) of the GDPR.
- 1.2. The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

- 2.1. FL3XX shall:
 - 2.1.1. comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and
 - 2.1.2. not Process Customer Personal Data other than on the relevant and documented instructions.
- 2.2. The Customer instructs FL3XX to process Customer Personal Data.
- 2.3. The details of the processing activities carried out by FL3XX on behalf of the Customer, including the categories of data subjects, types of personal data, purposes, duration, and list of subprocessors, are further described in Annex I, which forms an integral part of this Agreement.

3. Personnel

FL3XX shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Subprocessor who may have access to Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Data Processing, and to comply with Applicable Laws in the context of that individual's duties to the Subprocessor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

- 4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons,

FL3XX shall in relation to Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

- 4.2. In assessing the appropriate level of security, FL3XX shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

- 5.1. FL3XX shall inform the Customer in advance of any intended changes concerning the addition or replacement of Subprocessors, thereby giving the Customer the opportunity to object to such changes.
- 5.2. The Customer may object to such changes on reasonable grounds relating to data protection by notifying FL3XX in writing within ten (10) business days of receiving the notice. If the Customer does not object within this timeframe, the new Subprocessor shall be deemed approved.

6. Data Subject Rights

- 6.1. Taking into account the nature of the Processing, FL3XX shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's obligations, as reasonably understood by the Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 6.2. FL3XX shall:
 - 6.2.1. promptly notify the Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and
 - 6.2.2. ensure that it does not respond to that request except on the documented instructions of the Customer or as required by Applicable Laws to which FL3XX is subject, in which case FL3XX shall to the extent permitted by Applicable Laws inform the Customer of that legal requirement before it responds to the request.

7. Personal Data Breach

- 7.1. FL3XX shall notify the Customer without undue delay upon becoming aware of a Personal Data Breach affecting Customer Personal Data, providing the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 7.2. FL3XX shall cooperate with the Customer and take reasonable commercial steps as directed by the Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

- 8.1. FL3XX shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, FL3XX.

9. Deletion or Return of Customer Personal Data

- 9.1. Subject to this section 9 FL3XX shall promptly and in any event within 90 business days of the date of cessation of any Services involving the Processing of Customer Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Customer Personal Data.
- 9.2. FL3XX shall provide written certification to the Customer that it has fully complied with this section 9 within 90 business days of the Cessation Date.

10. Audit Rights

- 10.1. Upon the Customer's written request, FL3XX shall make available all information reasonably necessary to demonstrate compliance with the obligations laid down in this Agreement and applicable Data Protection Laws.
- 10.2. 10.2. The Customer may conduct an audit (including inspection) of FL3XX's relevant data processing activities, either by itself or through an independent third-party auditor mandated by the Customer, provided that:
 - a) such audit shall occur no more than once in any twelve (12) month period, unless required by a Supervisory Authority or in the event of a Personal Data Breach affecting Customer Personal Data;
 - b) the Customer provides at least thirty (30) days' prior written notice;
 - c) the audit is conducted during regular business hours, under strict confidentiality obligations, and in a manner that does not interfere with FL3XX's business operations; and
 - d) all costs and expenses related to the audit (including the auditor's fees) shall be borne solely by the Customer.
- 10.3. 10.3. FL3XX may propose alternative means to demonstrate compliance, such as third-party certifications or audit reports, which the Customer shall reasonably consider before initiating an on-site audit.

11. Data Transfer

- 11.1. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU-approved standard contractual clauses for the transfer

of personal data.

12. General Terms

- 12.1. Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:
 - 12.1.1. disclosure is required by law;
 - 12.1.2. the relevant information is already in the public domain.

13. Governing Law and Jurisdiction

- 13.1. This Agreement is governed by the laws of Austria.
- 13.2. Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Austria, subject to possible appeal to the European Court of Justice.

Annex I - Description of Processing

1. Categories of Data Subjects

1.1. The Customer Personal Data concern the following categories of Data Subjects:

- Employees and crew members of the Customer
- Customers and passengers of the Customer
- Contractors and subcontractors
- Users of the Customer's systems or services
- Other individuals whose data is input into the FL3XX platform by the Customer

2. Categories of Personal Data

2.1. The processed Personal Data may include, but is not limited to:

- Identification data: full name, title, date of birth, nationality, gender, passport/ID information
- Contact data: email address, phone number, address
- Employment data: role, license number, qualifications, training records, employment status
- Operational data: flight schedules, duty rosters, route data, aircraft details
- Communication data: chat logs, document comments, notification preferences
- System usage data: login credentials, IP addresses, audit logs, usage behavior

Note: The Customer shall not transmit or store special categories of personal data (as defined in Article 9 GDPR), unless explicitly agreed in writing.

3. Nature and Purpose of Processing

3.1. FL3XX will process Personal Data solely for the following purposes:

- Provision of the FL3XX SaaS platform and related services
- User authentication and access control
- Communication and notification delivery (e.g. emails, push notifications)
- Training and compliance tracking
- Support and incident management
- Backup, disaster recovery, and data integrity assurance
- Analytics, reporting, and audit logs for operational purposes

3.2. All processing is conducted strictly in accordance with the Customer's documented instructions.

4. Duration of Processing

- 4.1. FL3XX will process Customer Personal Data for the duration of the FL3XX Subscription Agreement. Upon termination, data will be deleted or returned as outlined in Section 9 of this Agreement.

5. Subprocessors

- 5.1. As of the effective date, FL3XX uses the following Subprocessors to support the delivery of its services:

Subprocessor	Purpose	Location of Processing	Safeguards for Data Transfers
Amazon Web Services (AWS)	Hosting and infrastructure	EEA (Frankfurt)	EEA-based; no transfer needed
Billomat	Accounting/Invoicing	EEA	EEA-based; no transfer needed
Google Workspace	Business communication (email, docs)	EEA/USA	Standard Contractual Clauses
Hubspot	CRM	EEA/USA	Standard Contractual Clauses
OpenAI*	AI text processing	USA	Standard Contractual Clauses
Smartlook	Platform analytics	EEA (Czech Republic)	EEA-based; no transfer needed

Note: FL3XX will notify the Customer in advance of any intended changes to the subprocessors list in accordance with Section 5.

* only select data, subject to approval of the Customer