



MASTER AGREEMENT ♦ 1 July 2026 Issue

General Terms Agreement

Terms on which Block Aero supplies the Platform, the Aviation Blockchain Network, Registry Services, Blockchain Services, AI Services, and Program Management Services to the subscribing entity named in the Order Form.

DOCUMENT	Block Aero General Terms Agreement (GTA)
REVISION DATE	1 July 2026
EFFECTIVE DATE	As stated in the Order Form; otherwise on account activation
SUPERSEDES	The issue dated 23 October 2025
ISSUING ENTITY	Block Aero Technologies Limited (Hong Kong)
REGISTERED OFFICE	Unit 01, 14/F, OTB Building, 259–265 Des Voeux Road Central, Sheung Wan, Hong Kong
INCORPORATED DOCUMENTS	Order Form · DPA (Schedule 1) · Policies · ACC Rate Schedule · Registry Rules · Website Terms of Use
ENQUIRIES	legal@block.aero

This document is confidential and is issued for the use of the recipient and its advisers only.

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Document Revision Date: July 1st, 2026 ("Effective Date") — supersedes the issue dated 23 October 2025.

This General Terms Agreement ("Agreement") is between BLOCK AERO TECHNOLOGIES LIMITED, Unit 01, 14/F, OTB Building, 259-265 Des Voeux Road Central, Sheung Wan, Hong Kong ("Block Aero"), and the subscribing entity specified in the Order Form ("Customer"), each a "Party".

Recitals. Block Aero operates a web-enabled blockchain network platform and AI-enabled services to manage aviation data and business transactions. The Customer wishes to use Block Aero's services, and agrees to receive and pay for them on these terms.

PART A — THE BASICS

1. Definitions and Interpretation

1.1 In this Agreement:

"ACC Allocation" the monthly allowance of Aero Compute Credits included in the Customer's subscription, per Clause 4.2 and the Order Form.

"ACC Rate Schedule" the schedule of ACC consumption rates published at <https://www.block.aero/acc-rates.html> (or a successor URL), as updated per Clause 13.

"Aero Compute Credit (ACC)" the unified unit of account metering consumption of the Services across Blockchain Network operations and AI Services. Unless the Order Form states otherwise, 1 ACC = US\$0.01.

"Affiliate" an entity controlling, controlled by, or under common control with a Party.

"AI Services" artificial-intelligence-enabled services made available by Block Aero, including Early Access Services, metered in ACC on the same unified basis as Blockchain Network operations.

"API / SDK" the application programming interface and software development kit enabling integration of Customer systems with the Platform.

"Applicable Laws" all laws, regulations, regulatory instruments, and mandatory authority requirements in force from time to time that apply to a Party's performance, including export control, sanctions, anti-bribery, and data protection laws.

"Authorized Users" the individuals and third parties the Customer authorizes to use the Services on its behalf, for whom the Customer is responsible.

"Availability" has the meaning in Clause 5.

"Baseline Package" the Block Aero Core Platform Subscription plus access to the Aviation Blockchain Network (sandbox and production), included for every active Customer.

"Blockchain Network" any permissioned distributed-ledger network operated by Block Aero and accessible via the Platform; branded the Aviation Blockchain Network (ABN).

"Block Aero Terminal" the account management application at terminal.block.aero for sign-up, login, and account administration.

"Business Day" a day other than Saturday, Sunday, or public holiday in Hong Kong.

"Confidential Information" non-public information disclosed by a Party that is designated confidential or is by nature confidential, subject to Clauses 16.4 and 18.

"Customer Data" data input via the Platform by or for the Customer in using the Services.

"Documentation" the product documentation at support.block.aero.

"DPA" the Data Processing Addendum at Schedule 1.

"Early Access Services" services labeled "Early Access" per Clause 8.

"Fees" the amounts in Clause 11.1.

"Free Operations" operations designated free of ACC charge on the ACC Rate Schedule (as at the Effective Date: back-to-birth records, airworthiness directive records and statuses, eARC issuance, asset transfers including private-record migration, and user deactivation).

"Intellectual Property Rights" patents, trademarks, copyright, database rights, trade secrets, know-how, and all similar rights worldwide, registered or not.

"Integration Services" integration services described in Clause 7 and the Order Form.

"Network Policy" Block Aero's policy governing network participation, at <https://www.block.aero/policies.html> and support.block.aero.

"Node" a participating node in the Blockchain Network and its associated infrastructure.

"Order Form" an ordering document or online order between the Customer (or its Affiliate) and Block Aero specifying Services, incorporated into this Agreement.

"Policies" the policies at <https://www.block.aero/policies.html>, as updated and notified from time to time.

"Private Data" data held in the Customer's private data collections or off-chain storage, visible only to the Customer and those it explicitly shares with.

"Public Data" data recorded to the shared ledger and visible to network participants per the Network Policy (e.g., asset identifiers, cryptographic hashes, transaction metadata).

"Registry / Registry Manager / Registry Rules / Registry Item Fees / Registry Data" have the meanings in Clauses 9 and 16.1(c).

"Renewal Period" each renewal term per Clause 3.1 (one year if the Order Form is silent).

"Service Level (SL)" the service tier in Clause 4.2 selected in the Order Form.

"Services" access to the Platform and Software via Block Aero Terminal and the Web Application, together with Support Services, Integration Services, Registry Manager services, and AI Services, as applicable.

"Software" the Block Aero software, Third-Party Software, Open-Source Software, and SDK made available as part of the Services.

"Subscription Term" the initial term stated in the Order Form, plus Renewal Periods.

"Transfer Rebate" the ACC rebate in Clause 11.6.

"Web Application" the browser application through which the Customer uses the Software.

- 1.2 Interpretation.** Headings are for convenience. "Including" means "including without limitation." References to statutes include amendments and re-enactments.

2. The Agreement and Order of Precedence

- 2.1** This Agreement incorporates the Order Form, the DPA, the Policies, the ACC Rate Schedule, applicable Registry Rules, and the Website Terms of Use.
- 2.2** If documents conflict, precedence is: (i) Order Form; (ii) this Agreement; (iii) DPA; (iv) Registry Rules (for the relevant Registry only, per Clause 9.2); (v) the Policies; (vi) ACC Rate Schedule; (vii) Website Terms of Use.

3. Term, Renewal and Termination

- 3.1 Term.** This Agreement starts on the Effective Date stated in the Order Form (or, if none, on account activation) and continues for the Subscription Term. Unless the Order Form states the subscription is fixed, it renews automatically for successive Renewal Periods.
- 3.2 Non-renewal.** Either Party may decline renewal on at least thirty (30) days' written notice before the end of the then-current term. Month-to-month subscriptions end on thirty (30) days' written notice by either Party.

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- 3.3 Termination for cause.** Either Party may terminate immediately by written notice if the other: (a) fails to pay amounts due and does not cure within five (5) Business Days of notice; (b) materially breaches this Agreement and the breach is incurable, or is not cured within ten (10) Business Days of notice; or (c) becomes insolvent or suffers any analogous event in any jurisdiction.
- 3.4 Termination by Block Aero for convenience.** Block Aero may terminate on sixty (60) days' written notice; if it does, it shall refund the pro-rata unused portion of prepaid Subscription Fees and the USD value of unused purchased top-up ACC. This refund is the Customer's sole remedy for such termination.
- 3.5 Effect of termination.** On termination: (a) licenses end and the Customer stops using the Services; (b) Block Aero deactivates the Customer's accounts and Node; (c) on written request within ten (10) days, Block Aero delivers the most recent back-up of off-chain Customer Data within thirty (30) days, provided outstanding Fees are paid; thereafter Block Aero disposes of off-chain Customer Data securely in accordance with its Data Management Policy and retains only what its documented retention rules or Applicable Laws require; (d) data recorded on the Blockchain Network cannot be deleted — Clause 16 continues to apply; (e) accrued rights survive.
- 3.6 Fees on termination.** If Block Aero terminates for the Customer's breach, Fees for the remainder of the then-current term become immediately due. Otherwise the Customer pays Fees only through the effective termination date. Except as stated in Clause 3.4, prepaid Fees are non-refundable.
- 3.7 Survival.** Clauses 14–18, 24–26, and 28–32, and any accrued payment obligations, survive termination.

PART B — THE SERVICES

4. Platform Services and Service Levels

4.1 Baseline. Every active Customer receives the Baseline Package via Block Aero Terminal.

4.2 Service Levels. The Customer's Service Level is stated in the Order Form:

LEVEL	NAME	INFRASTRUCTURE AND SUPPORT
SL I	Starter	Shared cloud infrastructure; email and chat support
SL II	Professional	Dedicated cloud infrastructure; shared account manager; priority support
SL III	Enterprise	Dedicated cloud infrastructure; dedicated account manager; priority onboarding; enhanced support options per Order Form
SL IV	Custom	Customer-hosted or private-channel deployment (including white-label); extended support hours and terms per Order Form

4.3 ACC Allocations. The monthly ACC Allocation for each Service Level is as published at block.aero/pricing.html at the time of order and as stated in the Order Form, which prevails.

5. Availability and Service Credits

5.1 Availability commitment. Block Aero shall make the production Web Application and API available at least 99.7% of the time in each calendar month ("Monthly Uptime"), measured by Block Aero's monitoring and published at its status page (blockaerostatus.statuspage.io or a successor URL).

5.2 Exclusions. Downtime does not include unavailability caused by: (a) scheduled maintenance notified in advance; (b) emergency maintenance; (c) events under Clause 28 (force majeure); (d) the Customer's or Authorized Users' systems, connectivity, or acts; (e) suspension under Clause 23; (f) sandbox environments; or (g) Early Access Services.

5.3 Service credits. If Monthly Uptime falls below 99.7%, the Customer is entitled, on written claim within thirty (30) days after the month's end, to a credit against future Subscription Fees:

MONTHLY UPTIME	CREDIT (% OF THAT MONTH'S SUBSCRIPTION FEE)
99.0% to < 99.7%	5%
98.0% to < 99.0%	10%
< 98.0%	20%

5.4 Credit mechanics. Credits apply to the next invoice or Renewal Period, have no cash value, are not refundable, and lapse unclaimed at termination (except where Block Aero terminated for convenience, in which case Clause 3.4 applies). Service credits are the Customer's sole and exclusive remedy for failure to meet the availability commitment.

6. Support Services

- 6.1** Block Aero provides Support Services per the Customer's Service Level during Block Aero's published support hours, through the Support Hub (support.block.aero) and the channels stated in the Documentation. Response targets, where offered, are stated in the Order Form.

7. Integration and API Services

- 7.1** Where agreed in an Order Form, Block Aero provides Integration Services integrating the Software with the Customer's systems. API access is governed by this Agreement, the Documentation, and API access management in the Customer's organization account.

8. Early Access Services

- 8.1** Block Aero may offer services labeled "Early Access" for evaluation and production-adjacent use before general availability. Early Access Services: (a) are provided "as is" without the warranty in Clause 24.1; (b) may be changed, suspended, or withdrawn at any time; (c) are metered in ACC where published or per the Order Form; and (d) may produce AI-generated output — the Customer is responsible for human review before operational or airworthiness-related reliance.

9. Registry Services

- 9.1 Registries.** The Platform includes Registry Manager services through which registries of assets and registry items ("Registries") are established and operated on the Blockchain Network. Each Registry is operated by or on behalf of an organization acting as its registry manager (the "Registry Manager") — which may be Block Aero, the Customer, or a third party.
- 9.2 Registry Rules.** Each Registry is governed by rules established by its Registry Manager (the "Registry Rules"): participant eligibility, data and documentation requirements, endorsement and revocation workflows, publication tiers, and the fee schedule for registry items. Where the Customer accesses a Registry, the applicable Registry Rules form part of this Agreement for that participation; in conflict, the Registry Rules prevail for that Registry only.
- 9.3 Roles.** Participation is in one or more roles — Registry Item Issuer, Registry Manager, or Auditor — as granted under the Registry Rules and Order Form. The Customer shall act only within its granted roles and acknowledges submissions may be reviewed, endorsed, rejected, or revoked by oversight-role holders. Block Aero operates the network and the Registry Manager services; it does not certify the airworthiness, condition, or regulatory compliance of any asset, and is not responsible for the acts or decisions of any Registry Manager, Auditor, or Registry Item Issuer other than itself.
- 9.4 Registry Item Fees.** Fees for publishing registry items ("Registry Item Fees") are set by the Registry Manager of the relevant Registry in its published fee schedule. The Customer authorizes Block Aero to collect Registry Item Fees — which may be denominated and settled in ACC — on behalf of the relevant Registry Manager. Block Aero acts solely as collection agent: payment to Block Aero discharges the Customer's obligation for the item, and disputes over a Registry Item Fee's amount or basis are between the Customer and the Registry Manager that set it. Registry Item Fees are additional to Fees under Clause 11. Where the Customer is itself a Registry Manager, its program's commercial terms are set out in a separate agreement.
- 9.5 Registry Data.** Registry items comprise Registry Data (Clause 16.1(c)). The Customer authorizes disclosure and publication per the applicable publication tier and acknowledges Clause 16.3 (immutability).
- 9.6 Suspension and removal.** Block Aero may suspend or remove the Customer from a Registry where the Registry Rules require, the Registry Manager directs, or the Customer's participation compromises Registry integrity. Removal does not by itself terminate this Agreement.

10. Changes to the Services

- 10.1** Block Aero may update the Services, using commercially reasonable endeavours to avoid material reduction of performance, functionality, security, or availability during the Subscription Term. Block Aero may use anonymized, aggregated data to improve the Services, provided it identifies neither the Customer nor any individual.

PART C — COMMERCIAL TERMS

11. Fees and ACC Billing

- 11.1 Fees.** The Customer pays: (a) Subscription Fees per Service Level; (b) Usage Fees for ACC consumed beyond the ACC Allocation; (c) Registry Item Fees under Clause 9.4, where applicable; (d) Integration Services fees per Order Form; and (e) other amounts in the Order Form (together, the “Fees”).
- 11.2 ACC metering.** Consumption is metered in ACC on a unified basis across Blockchain Network operations and AI Services, at the ACC Rate Schedule rate in force when the operation is performed, unless the Order Form fixes a different rate (Order Form prevails).
- 11.3 Allocations, rollover and top-ups.** Unless the Order Form states otherwise, unused monthly ACC Allocation does not roll over. Purchased top-up ACC persists until consumed or termination and has no cash value except as stated in Clause 3.4.
- 11.4 Batch pricing.** Batch-eligible operations in a single batch above the batch threshold published on the ACC Rate Schedule are charged at the discounted batch rate published there.
- 11.5 Free Operations.** Free Operations consume no ACC. Block Aero may designate additional Free Operations at any time.
- 11.6 Transfer Rebate.** On execution of an asset transfer on the Blockchain Network, Block Aero credits the transferring Customer with ACC equal to the lesser of (a) 50% of the ACC consumed enriching the transferred assets and (b) 20% of the Customer’s monthly ACC Allocation. Rebates apply to the next billing period and have no cash value.

12. Payment, Taxes and Late Payment

- 12.1 Payment.** Fees are payable in advance in USD. The Customer provides valid payment details (card or approved purchase order) on or before the start of the Subscription Term. Usage Fees and overage are billed monthly in arrears.
- 12.2 Late payment.** Block Aero may suspend the Services under Clause 23 for non-payment. Overdue amounts bear interest at 1.5% per month or the maximum lawful rate, whichever is lower.
- 12.3 Taxes.** Fees are exclusive of taxes. The Customer bears applicable taxes, duties, and withholdings, and grosses up payments so Block Aero receives the full invoiced amount.

13. Changes to Rates and Fees

- 13.1** Block Aero may update the ACC Rate Schedule from time to time. Increases and newly metered operations take effect no earlier than thirty (30) days after publication; reductions and new Free Operations may take effect immediately. Order Form-fixed rates are unaffected during the Subscription Term. Subscription Fee changes take effect from the next Renewal Period on at least thirty (30) days’ notice.

PART D — DATA AND SECURITY

14. Customer Data

- 14.1 Ownership.** The Customer retains all rights in Customer Data. Block Aero and its subprocessors access and use Customer Data solely to provide, secure, and manage the Services.
- 14.2 Classification.** Block Aero classifies Customer Data as “Confidential” under its Data Management Policy: access restricted on least-privilege and need-to-know; no unauthenticated access; not used or stored in non-production environments; encrypted at rest and in transit over public networks; backups encrypted; secure disposal when no longer required.
- 14.3 Responsibility.** The Customer is responsible for the accuracy and lawfulness of Customer Data and for maintaining its own copies of source documents where required by aviation recordkeeping obligations applicable to the Customer.

15. Data Protection

- 15.1 Roles.** For personal data in Customer Data, the Customer is the data controller and Block Aero is a data processor (or equivalent roles under applicable data protection laws, including the Hong Kong PDPO, the Thailand PDPA, and, where applicable to the Customer, the GDPR). Block Aero is, and shall remain, a data processor and network operator: it processes personal data only on the Customer’s documented instructions as reflected in this Agreement and the Services’ functionality. Data protection requests may be sent to support@block.aero.
- 15.2 DPA.** The Parties shall comply with the Data Processing Addendum at Schedule 1, which forms part of this Agreement.
- 15.3 Customer responsibilities.** The Customer obtains all consents and permissions for Customer Data, honors data subject rights directed to it, applies data minimization, and does not upload personal data beyond what the Services require. PII shall be deleted or de-identified when it no longer has a business use, consistent with Block Aero’s retention rules.

16. Blockchain Data: Private, Public and Registry Data

- 16.1 Three kinds of data.** The Services handle three distinct categories: (a) “Private Data” — held in the Customer’s private data collections or off-chain storage, visible only to the Customer and those it explicitly shares with; (b) “Public Data” — recorded to the shared ledger and visible to network participants per the Network Policy (e.g., asset identifiers, cryptographic hashes, transaction metadata); (c) “Registry Data” — submitted to a Registry as or with a registry item, with visibility governed by the publication tier under the applicable Registry Rules (public, semi-private, or private). The Customer chooses what to record in each category, subject to the Registry Rules for registry items.
- 16.2 Minimization on-chain.** The Customer shall, to the maximum extent practicable, keep confidential, sensitive, and personal data in Private Data; apply data minimization; and encrypt or hash personal data before any on-chain use.
- 16.3 Immutability.** Data recorded on the Blockchain Network cannot be altered or deleted by Block Aero. The Customer acknowledges this inherent property, instructs Block Aero to record data accordingly, and shall not record data whose immutability would breach Applicable Laws.
- 16.4 Confidentiality consequences.** Private Data remains the Customer’s Confidential Information. Public Data ceases to be Confidential Information once recorded per the Network Policy. Registry Data is Confidential Information only to the extent its publication tier keeps it non-public.
- 16.5 Restoration remedy.** For loss of or damage to off-chain Customer Data caused by Block Aero’s negligence or wilful misconduct, Block Aero’s sole obligation and the Customer’s exclusive remedy is restoration from the latest back-up maintained under Block Aero’s back-up procedures.

17. Information Security

- 17.1 Certified ISMS.** Block Aero maintains an information security management system certified to ISO/IEC 27001:2022, covering the design, development and maintenance of the Block Aero platform for data digitization. The current certificate is available via the Trust Center. Block Aero shall maintain certification of at least equivalent scope during the Subscription Term.
- 17.2 Measures.** Consistent with its ISMS policy suite, Block Aero maintains: role-based least-privilege access control; encryption of Customer Data in transit and at rest; segregation of sandbox, production, and private-channel environments; a permissioned network with endorsement policies controlling write access; annual penetration testing and business-continuity/disaster-recovery exercises; a supplier security program with data processing agreements for subprocessors handling Customer Data; annual legal and regulatory register review; and a documented incident response process.
- 17.3 Transparency and audit.** Certificates, reviewable policies, and live compliance status are available via the Trust Center. Block Aero satisfies audit requests through certifications, third-party reports, and Trust Center documentation; on-site audits are available only for SL IV Customers per the Order Form.
- 17.4 Incident notification.** Block Aero shall notify affected Customers without undue delay after confirming a security incident materially affecting Customer Data, and keep them reasonably informed of remediation. [\[Align window with Incident Response Plan / DPA.\]](#)

18. Confidentiality

- 18.1** Each Party shall keep the other's Confidential Information confidential, use it only to perform this Agreement, and disclose it only to personnel and advisers who need it and are bound to confidentiality. Exceptions: information that is or becomes public without breach; was lawfully known or received without restriction; or is independently developed.
- 18.2** Compelled disclosure is permitted to the extent legally required, with prompt notice to the other Party where lawful.
- 18.3** The terms of this Agreement, service details, performance test results, and network participant details are Block Aero's Confidential Information. Customer Data is the Customer's Confidential Information, subject to Clause 16.4.
- 18.4** This Clause survives termination for five (5) years (trade secrets: for as long as protected by law).

PART E — USE AND COMPLIANCE

19. License and Use Restrictions

- 19.1 License.** Subject to payment of Fees, Block Aero grants the Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable license for its Authorized Users to use the Software and API during the Subscription Term for the Customer's normal business purposes.
- 19.2 Restrictions.** The Customer shall not (and shall ensure Authorized Users do not): (a) copy, adapt, reverse engineer, decompile, or modify the Software except as permitted by law; (b) sell, resell, rent, lease, sublicense, or make the Services available to anyone other than Authorized Users; (c) use the Services to build or help build a competing product; (d) circumvent metering or access controls; (e) create unauthorized Nodes, tamper with recorded transactions, or fork or modify any distributed ledger protocol of the Blockchain Network; or (f) upload infringing or unlawful material or material violating the Acceptable Use Policy.
- 19.3 Authorized Users.** The Customer is responsible for its Authorized Users' compliance, account provisioning and deprovisioning, and prompt revocation on role change or departure.
- 19.4 IP.** Block Aero and its licensors own all Intellectual Property Rights in the Platform, Software, Documentation, SDK, and API. No rights are granted except as expressly stated.

19.5 Third-Party and Open-Source Software. Components governed by separate licenses (as indicated in notices or the Documentation) bind the Customer per their terms; breach of those licenses is breach of this Agreement. If Block Aero's rights from a licensor are limited or terminated, the Customer's corresponding rights are equally affected.

20. Customer Obligations and Warranties

20.1 The Customer shall: provide cooperation and information reasonably required; maintain the licenses, consents, and permissions it needs to use the Services; keep its own systems, network connections, and credentials secure; and comply with Applicable Laws — including the aviation regulatory requirements applicable to its own operations (such as, where relevant to the Customer, civil aviation authority regulations, advisory circulars, and registry program requirements). Participation in the Services does not transfer the Customer's regulatory responsibilities to Block Aero.

20.2 The Customer warrants that: it may lawfully enter and perform this Agreement; no pending dispute materially affects its ability to perform; and it shall not upload false or misleading information to the Blockchain Network, nor intentionally or recklessly tamper with recorded transactions.

21. Acceptable Use

21.1 Use of the Services is subject to the Acceptable Use Policy in the Policies. Block Aero may disable access to material breaching it and, where fraudulent aviation documentation is identified, may report it to the relevant aviation authority.

22. Trade Compliance and Anti-Bribery

22.1 Each Party shall comply with applicable export control, sanctions, anti-bribery and anti-corruption laws. The Customer warrants that neither it nor its Authorized Users are sanctioned or located in embargoed jurisdictions, and shall not use the Services in violation of such laws.

23. Suspension

23.1 Block Aero may suspend some or all Services immediately where: (a) amounts due remain unpaid five (5) Business Days after notice; (b) the Customer or an Authorized User materially violates the Acceptable Use Policy or Clause 19.2; (c) necessary to protect the security or integrity of the Platform or Blockchain Network; or (d) required by Applicable Laws or the Registry Rules of a Registry in which the Customer participates. Block Aero gives notice (in advance where practicable), keeps suspension proportionate, and restores promptly once resolved. Fees accrue during suspension caused by the Customer.

PART F — RISK ALLOCATION

24. Warranties and Disclaimers

24.1 Block Aero warrants the Services will be performed substantially per the Documentation with reasonable skill and care. This does not apply to non-conformance caused by use contrary to instructions or unauthorized modification. For breach, Block Aero shall use reasonable commercial endeavours to correct or provide an alternative, as the Customer's exclusive remedy for this warranty (availability failures are remedied exclusively under Clause 5).

24.2 DISCLAIMER. EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND BLOCK AERO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT (EXCEPT AS PROVIDED IN CLAUSE 25.3). BLOCK AERO DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION BEYOND CLAUSE 5.

25. Indemnities

- 25.1 By the Customer.** The Customer shall defend, indemnify and hold harmless Block Aero and its Affiliates, officers, and employees from claims, losses, and expenses (including reasonable legal fees) arising from: (a) use of the Services in breach of this Agreement; (b) Customer Data, including personal data recorded on the Blockchain Network and any inability to alter or delete it; (c) breach of Third-Party Software licenses; (d) taxes for which the Customer is responsible; and (e) the Customer's violation of Applicable Laws.
- 25.2 Conduct.** The indemnified party gives prompt notice, cedes control of the defense (counsel reasonably acceptable), and cooperates at the indemnifying party's expense; no settlement imposing obligations on the indemnified party without consent.
- 25.3 By Block Aero: IP infringement.** Block Aero shall defend the Customer against third-party claims that the unmodified Services infringe Intellectual Property Rights, and indemnify finally awarded damages and approved settlements. Exclusions: modifications, use contrary to instructions, continued use after notice, and combinations not supplied by Block Aero. If a claim arises or is likely, Block Aero may procure the right to continued use, modify the Services to be non-infringing, or terminate the affected Services and refund pro-rata prepaid Fees. This Clause states Block Aero's entire liability for infringement.

26. Limitation of Liability

- 26.1** Nothing excludes liability for death or personal injury caused by negligence, fraud, or liability that cannot lawfully be excluded.
- 26.2** Subject to 26.1, neither Party is liable for loss of profits, business, goodwill, or data, or any indirect, special, or consequential loss, even if advised of the possibility.
- 26.3** Subject to 26.1, each Party's total aggregate liability arising in connection with this Agreement is limited to the Fees paid or payable in the twelve (12) months preceding the event giving rise to the claim. The Customer's payment obligations and its indemnity under Clause 25.1, and Block Aero's indemnity under Clause 25.3, are not limited by this cap.

PART G — GENERAL

27. Publicity

- 27.1** The Customer consents to Block Aero naming it as a customer and using its name and logo in customer lists and marketing, per any brand guidelines the Customer provides. Case studies require pre-publication review: the Customer responds within five (5) Business Days, failing which materials are deemed approved. The Customer may withdraw consent prospectively on written notice; Block Aero ceases new uses within thirty (30) days.

28. Force Majeure

- 28.1** Block Aero is not liable for failure or delay caused by events beyond its reasonable control — including utility, internet, telecommunications or cloud failures, cyber-attacks, third-party API unavailability, acts of God, epidemics, war, civil commotion, governmental action, and supplier failure — provided it notifies the Customer where practicable and resumes performance as soon as reasonably possible.

29. Notices

- 29.1** Notices must be in writing and are validly given: (a) by email to the addresses in the Order Form (for Block Aero: legal@block.aero), effective on transmission absent a bounce; (b) by in-platform or Terminal notice for operational matters; or (c) by courier or registered post.

30. Modification of Terms

- 30.1** Block Aero may update this Agreement and the Policies on thirty (30) days' notice. If a change materially reduces the Customer's rights or increases its obligations, the Customer may terminate within the notice window and receive a pro-rata refund of prepaid, unused Subscription Fees; otherwise continued use after the effective date is acceptance. Changes required by law take effect as required.

31. Assignment and General

- 31.1** The Customer may not assign or transfer this Agreement without Block Aero's prior written consent. Block Aero may assign to an Affiliate or in connection with a merger or sale.
- 31.2** This Agreement (with its incorporated documents) is the entire agreement and supersedes prior representations, except commercial or technical proposals expressly incorporated in the Order Form. No partnership or agency is created (except the limited collection agency in Clause 9.4). No third-party rights, except Block Aero Affiliates and indemnitees may enforce clauses conferring rights on them. Failure to exercise a right is not waiver. If a provision is unenforceable, it is deemed modified to the minimum extent necessary, and the remainder stands.

32. Governing Law and Disputes

- 32.1 Selection.** The governing law and exclusive dispute forum are as selected in the Order Form from: (a) New York law, with disputes finally resolved by SIAC arbitration, seat Singapore, in English; (b) Hong Kong law, with disputes finally resolved by HKIAC arbitration, seat Hong Kong, in English; or (c) such other law and forum as the Parties agree in the Order Form.
- 32.2 Default.** Absent selection, option (a) applies. One arbitrator unless the Order Form specifies three. The law of the arbitration agreement follows the selected governing law.
- 32.3 Interim relief.** Either Party may seek interim or injunctive relief from a competent court to protect Intellectual Property Rights or Confidential Information.

◆ END OF GENERAL TERMS AGREEMENT ◆