

SOFTWARE END USER LICENSE AGREEMENT ("EULA") FOR COLLINS AEROSPACE CUSTOMIZED AIRLINE OPERATION CONTROL ("AOC") DATABASE

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1. DEFINITIONS

For the purpose of this EULA, when the following expressions commence with a capital letter, they shall have the following meaning:

"Distribution copy" shall mean the media (or the dematerialized media) hosting the copy of Licensed software.

"Licensee" shall mean the company that is purchasing the Licensed software.

"Licensed software" shall mean the AOC computer software program with associated documentation (if any) as expressed or stored in any media or copy provided to and accepted by Licensee. Licensed software excludes any operating system software, control software, or any other third-party software that may be necessary for utilizing Licensed software.

"Licensor" shall mean Collins Aerospace.

"Parties" shall mean both the Licensee and the Licensor.

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2.1 Licensee shall be deemed as having understood and accepted the terms and conditions of this EULA upon the occurrence of the first of the following events:

- i) Sending Purchase Order to Licensor;
- ii) Loading the Licensed software by any or all means notably by downloading from a remote server, or by loading from a physical medium;
- iii) the first time the Licensee exercises any of the rights granted hereunder.

2.2 One written or electronic copy of the EULA has been provided to the Licensee prior to its acceptance as set forth hereinabove, and the Licensee hereby acknowledges that it has read and understood it.

2.3 Subject to acceptance of the present terms and conditions and in consideration of the price set forth in Collins Aerospace's related proposal, Licensor hereby delivers Distribution copy of the Licensed software together with appropriate documentation (if any). Title to the Licensed software and associated documentation (if any) shall not pass to Licensee in any circumstances. All intellectual or industrial property rights, including without limitation, patent, trademark, copyright, and trade secret rights, in Licensed software and associated documentation (if any) shall remain the sole and exclusive property of Licensor.

2.4 Licensor hereby grants Licensee a personal, limited, non-transferable, non-assignable, non-exclusive license to install and use the Licensed software solely on Licensee's aircraft on which a Collins AOC database has been installed and for the duration set forth in article 10 below.

3. RESTRICTIONS

- a) Licensee agrees to treat the Licensed software as copyrighted and as such agrees not to copy, modify, create derivatives or reverse engineer, disassemble, decompile, disclose, sell, lease, assign, sublicense, or otherwise transfer the Licensed software and associated documentation (if any). Licensee shall cooperate fully in identifying any such misuse of the Licensed software and associated documentation (if any). and in seeking legal remedies therefore.
- b) The Licensed software is not to be used in support of or on the behalf of any third party. Licensee may not provide, disclose, divulge or make available to, or permit use of the Licensed software in whole or in part, by any third party without Licensor's prior written consent.
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- d) Licensee must monitor the physical or electronic distribution of the Licensed software and ensure access to its limited users at Licensee's premises, and in compliance with all applicable export laws, restrictions, and regulations.
- e) In the event of non-compliance of the above provisions, Licensor shall be entitled to claim the amount of liquidated damages referenced in clause 8.3.

4. CONFIDENTIALITY

4.1 Licensee acknowledges that the Licensed software and associated documentation (if any) contain valuable proprietary and confidential information belonging to Licensor, the unauthorized disclosure of which would cause irreparable harm to Licensor.

4.2 Therefore, Licensee agrees to protect and maintain the confidentiality of the Licensed software and any related documentation (if any) and shall not provide, disclose, distribute or otherwise make available any item of the Licensed software and any related documentation (if any) in any form, to any person other than its employees having a need to know and the responsibility for using the Licensed software.

4.3 Licensee shall take appropriate action by instruction, agreement or otherwise with its employees to comply with its obligations with respect to use, copying, protection and security of the Licensed software.

5. LEASE OR SALE OF THE AIRCRAFT

In the event Licensee sells or leases any aircraft to any third party with the Licensed software installed, the Licensee shall:

- i) Promptly erase the Licensed software;
- ii) Within fourteen (14) days of such sale or lease, provide to Licensor a written certification with supporting evidence that the Licensed software has been removed.

i) and ii) above are strictly under Licensee own responsibility and Licensor shall in no event be held liable for any impact and/or consequence in the event of Licensee's data transfer toward a third-party.

6. WARRANTY

6.1 Limited warranty

Licensor warrants that Licensed software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, will substantially provide the function(s) set forth in the applicable specification. Licensor will, at its sole option, without charge, revise or replace such nonconforming Licensed software provided notice of the claimed defect is sent to Licensor within three (3) months from the date of delivery.

The warranty shall be void:

- i) If the Licensed software or the host medium is exposed to any computer virus or to any use outside the scope of this EULA or in deviation from some condition described in the applicable specification(s) / service bulletin;
- ii) If the Licensed Software or the host medium is not installed or operated in accordance with the Licensor's written instructions or specification defined in the EULA;
- iii) If the Licensed Software (or its host medium) is altered (or alterations are attempted), modified, corrected by other than Licensor.

6.2 No other warranty

- a) The Licensee acknowledges that the Licensed software is supplied "as is" by the Licensor without any other express or tacit warranty than those provided in 6.1.
- b) Licensor's obligations are conditioned upon the proper installation and operation of Licensed software in accordance with Licensor's written instructions.
- c) Licensor expressly disclaims in particular but not limited to any warranty as to its commercial value, its secured, safe, innovative or relevant nature, implied warranties of merchantability and fitness for particular purpose or infringement, with respect to the Licensed software, the accompanying product manual(s) and written materials, and any accompanying hardware. Specifically, the Licensor does not warrant that the Licensed software is free from any error, that it will operate without interruption, that it will be compatible with the Licensee's own equipment and software configuration, nor that it will meet the Licensee's requirements.

7. LIABILITY

IN NO EVENT SHALL COLLINS AEROSPACE BE LIABLE FOR ANY FINANCIAL AND/OR COMMERCIAL DAMAGE INCLUDING WITHOUT LIMITATION, LOSS OF USE, REVENUE OR PROFITS, LOSS OF BUSINESS OPPORTUNITY, HARM TO THE REPUTATION OF THE LICENSEE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT COLLINS AEROSPACE'S LIABILITY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. LICENSOR'S TOTAL AGGREGATE LIABILITY HEREUNDER, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PRICE PAID BY LICENSEE HEREUNDER.

8. AUDIT

8.1 Licensor may, from time-to-time during the term of this EULA and up to two (2) years after its expiration or termination, require an audit be conducted to determine Licensee's compliance with the License terms and conditions. Licensee will be notified at least two (2) weeks in advance of the time period to be covered by the audit and when the audit will occur. The audit will take place at Licensee's facilities during business hours on weekdays. The audit will be performed by a third party selected by Licensor.

8.2 Licensee, at its own expense, will provide all records, documentation, and support required for the auditor to determine if the usage of the Licensed software and any required reporting or payments or both are in compliance with these terms and conditions.

8.3 Licensor will pay the auditor's fees unless the audit determines Licensee has not complied with the terms and conditions of this License. If Licensee is found not to be in compliance with this License, Licensee will also pay the auditor's transportation, sustenance and lodging costs for the audit performed and for the audit report itself. In addition, the Licensee will:

- i) Pay any applicable then current license fees associated with use of the Licensed software which are due but not previously paid conforming to applicable Purchase Order;

- ii) Pay liquidated damages of 150% of the License price of the Licensed software.

8.4 The rectification amount, the liquidated damages, and the auditing costs will be due within 30 days of invoicing. If payment for these amounts is not received within 30 days of invoicing, Licensor, at its sole discretion, may terminate this license.

8.5 Failure to comply with the provisions of this section may result in termination of this License, in Licensor sole discretion, and all other licenses that may exist between Licensee and Licensor immediately upon written notice to Licensee.

9. EXPORT REGULATION COMPLIANCE

9.1 Both Parties will comply with the United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data or services, including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations").

9.2 Licensee acknowledges that the Licensed software may contain information subject to export restrictions. Licensee will not ship, transfer, or export to any country or individual, or use the Licensed software in any manner prohibited by any applicable export laws, restrictions or regulations. Each Party agrees that it will take measures to ensure that any goods or technical data received from the other Party are not modified for or diverted to any application in contravention of applicable law or this EULA.

9.3 The Party conducting the export shall be responsible for applying for the required authorizations, although Licensor shall have the sole authority to make or have made any required submissions to the United States Customs Bureau to the extent that it is the U.S. Principal Party in Interest in the export. The Party conducting the re-export/re-transfer shall be responsible for applying for the required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in applying for the necessary licenses or authorizations required to perform its obligations under this contract. Neither Party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. Furthermore, Licensor shall have no liability for any actions or circumstances which impact its ability to perform or deliver its obligations including but not limited to the failure to provide or the cancellation, change or reclassification of export licenses or re-export licenses; or any subsequent interpretation, change of applicable import, transfer or export law or regulation after the date of any order or commitment that has a material adverse effect on Licensor's performance.

10. DURATION AND TERMINATION

10.1 This EULA shall be effective as of the date that Licensor ships the Distribution copy of the Licensed software and shall continue in force for as long as the Licensed software is in use and/or unless Licensee's rights are terminated by Licensor for the following reason or cause:

- i) Default by Licensee or its employees in performance of any of the provisions of this EULA, and failure to remedy such default within thirty (30) days after receiving notice from Licensor specifying the default.
- ii) Licensee enters (whether voluntarily or otherwise) into any bankruptcy proceeding, which may cause Licensee to be liquidated, reorganized, to cease its business or to make any arrangement with its creditors (in the event the suitable authority accepts said termination), within the limit of the applicable law.

10.2 Such termination shall not extinguish any other remedies which Licensor may have with respect to such breach and shall not relieve Licensee of any obligation accrued as of the date thereof.

10.3 Upon termination or cancellation of this EULA, Licensee shall forthwith discontinue use of the Licensed software, return the Distribution Copy of Licensed software and associated documentation (if any) to Licensor, and shall destroy all other copies thereof made by Licensee, whether partial or complete.

11. LAW AND JURISDICTION

11.1 This EULA will be governed by and interpreted in accordance with the laws of France, without consideration of the state's conflict of laws principles and specifically excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended by protocol.

11.2 In the event of dispute, controversy or claim arising out of this EULA, the Parties agree to make their best efforts to resolve amicably the dispute. If within a period of one (1) month the Parties fail to resolve amicably the dispute, then such dispute shall be settled by the commercial court in Toulouse.

12. MISCELLANEOUS

- a) This EULA constitutes the entire and only agreement between the Parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreement altering or supplementing the terms hereof shall be effective unless made by means of a written document signed by the duly authorized representatives of the Parties;
- b) Failure of Licensor to exercise or enforce any of its rights under this EULA will not act as a waiver of those rights. This EULA may not be modified or amended except by a written instrument executed by Licensor and in its sole discretion;
- c) Licensee shall not be entitled to assign or transfer its rights and obligations relating to the Licensed software under this EULA without the prior consent of Licensor.
- d) In the event that any provision, or part of any provision, of this EULA is found to be invalid, then such provision, or the invalid part thereof, shall be stricken from the EULA, and the remaining provisions shall remain in full force and effect.
- e) The provisions of sections 4 and 8 shall survive termination or expiration of this EULA.