

## A350 CUSTOMIZED AOC DATABASE SOFTWARE END USER LICENSE AGREEMENT ("EULA")

**By acceptance of any DISTRIBUTION COPY of the A350 Customized AOC database software, the LICENSEE acknowledges that the software included therein is LICENSED SOFTWARE and the LICENSEE thereby accepts and agrees to the terms and conditions set forth below as the sole terms and conditions regarding the use of such LICENSED SOFTWARE.**

1. For purposes of this EULA the following terms shall have the indicated meanings:
    - a. "Air Framer" shall mean Airbus France SAS, Airbus Deutschland and/or Airbus SAS
    - b. "DISTRIBUTION COPY" shall mean the media hosting the copy of LICENSED SOFTWARE.
    - c. "DOCUMENTATION" shall mean manuals and other printed or written information provided to LICENSEE to describe or explain LICENSED SOFTWARE, its use, or its operation.
    - d. "LICENSEE" shall mean the COMPANY that is purchasing the software media.
    - e. "LICENSED SOFTWARE" shall mean the computer software program identified below in executable form, as expressed or stored in any media or copy, and any updates or enhancements thereof 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.
    - f. "PURPOSE OF THE EULA" shall mean operation of the Customized Airline Operational Control (AOC) database onto the Network Server System (NSS) platform of the Airbus A350.
    - g. "SUB-LICENSEE" shall mean the COMPANY that has received a leased aircraft by the "LICENSEE".
  2. COLLINS AEROSPACE hereby delivers DISTRIBUTION COPY of the LICENSED SOFTWARE, together with appropriate DOCUMENTATION, to LICENSEE for use in accordance with the terms and conditions of this EULA. Any and all DISTRIBUTION COPY, the DOCUMENTATION, and all intellectual or industrial property rights, including without limitation, patent, trademark, copyright, and trade secret rights, in LICENSED SOFTWARE and DOCUMENTATION shall remain the sole and exclusive property of COLLINS AEROSPACE.
  3. COLLINS AEROSPACE hereby grants LICENSEE in consideration of the price set forth in COLLINS AEROSPACE's related proposal, a limited, non-transferable, non-assignable, non-exclusive license under its patents, copyrights, and trade secret rights for the duration of the intellectual property rights related to the LICENSED SOFTWARE and DOCUMENTATION, to use the LICENSED SOFTWARE and DOCUMENTATION and to install the LICENSED SOFTWARE solely on each A350 aircraft for which an A350 Standard AOC database has been installed solely for the PURPOSE OF THE EULA. LICENSEE shall not have the right to reproduce this DISTRIBUTION COPY except as mentioned in Section 4 of this EULA, nor shall LICENSEE have the right to sell the use of LICENSED SOFTWARE as a service or otherwise.
4. Lease
- 4.1 In case of Wet Leasing (the aircraft leaser has a contract in place with COLLINS AEROSPACE)
 

If LICENSEE leases its aircraft to an airline, here in after refer as SUB-LICENSEE, the SUB-LICENSEE will be allowed to use the "LICENSED SOFTWARE" already installed in the aircraft. In no event the SUB-LICENSEE will be allowed to make a DISTRIBUTION COPY without the formal written approval of Collins AEROSPACE.
  - 4.2 In case of Dry Leasing (the aircraft leaser has not a contract in place with COLLINS AEROSPACE)
 

The LICENSEE, upon aircraft return to the aircraft leaser shall:

    - Notify COLLINS AEROSPACE.
 

Erase the aircraft "LICENSED SOFTWARE" by data loading the Airbus delivered "Mini AOC database". The LICENSEE shall ask its leaser for the Airbus provided "Mini AOC database" if necessary and, promptly provide a certification of such erasure to COLLINS AEROSPACE.
    - The LICENSEE shall ask COLLINS AEROSPACE if the Airbus provided "Mini AOC database" is accurate before data loading it.
5. LICENSEE is entitled to have used and have installed the LICENSED SOFTWARE by the Air Framer on the A350 aircraft on which an A350 Standard AOC database has been installed, solely for the PURPOSE OF THE EULA, provided the Air Framer is bound by similar terms and conditions than those set forth in this EULA. LICENSEE shall be responsible for the Air Framer's compliance with the provisions of this EULA, and shall remain fully liable to COLLINS AEROSPACE for any breach of this EULA by the Air Framer.
  6. LICENSEE is entitled to have used and have installed temporarily the LICENSED SOFTWARE and is authorized to made test with the Air Framer for the purpose of the EULA, provided the Air Framer is bound by a similar end user license agreement prior to any use or transfer to the Air Framer. The LICENSEE will provide a copy of the end user license agreement to COLLINS AEROSPACE. LICENSEE shall be responsible for the Air Framer's compliance with the provisions of this end user license agreement, and shall remain fully liable to COLLINS AEROSPACE for any breach of this EULA by the Air Framer.

COLLINS AEROSPACE grant the right to the LICENSEE to make one (1) software duplication from DISTRIBUTION COPY with the media of its choice under its own responsibilities to be able to install the LICENSED SOFTWARE in the Air Framer's laboratory, provided that:

- A EULA has been signed with the Air Framer
  - Airbus entity erases this copy as soon as the LICENSED SOFTWARE is no more used with a maximum of five (5) calendar days period and,
  - LICENSEE erases the software copy as soon as the installation has been done in Airbus entity and, promptly provide a certification of such erasure to COLLINS AEROSPACE. For sake of clarification, COLLINS AEROSPACE makes no warranty under the quality of the DISTRIBUTION COPY regarding the media software used and selected by LICENSEE.
7. In consideration for the aforementioned rights, LICENSEE agrees to abide by the terms of this EULA.
  8. LICENSEE acknowledges that the LICENSED SOFTWARE and the DOCUMENTATION contain valuable proprietary information belonging to COLLINS AEROSPACE, the unauthorized disclosure of which would cause irreparable harm to COLLINS AEROSPACE. LICENSEE therefore agrees not to disclose the LICENSED SOFTWARE or the DOCUMENTATION to any third party other than its employees having a need to know, without the prior written consent of COLLINS AEROSPACE. LICENSEE shall exercise the same degree of care it uses to protect and prevent the disclosure of its own proprietary information.
  9. LICENSEE shall not use, copy, modify, create derivatives or reverse engineer, disassemble, decompile, disclose, sell, lease, assign, sublicense, or otherwise transfer the LICENSED SOFTWARE or DOCUMENTATION, except as expressly provided in this EULA. LICENSEE shall cooperate fully in identifying any such misuse of the LICENSED SOFTWARE or DOCUMENTATION and in seeking legal remedies therefore.
  10. COLLINS AEROSPACE will attempt to notify LICENSEE of any enhancements or updates to LICENSED SOFTWARE released by COLLINS AEROSPACE as they come available. Any such enhancements and updates will be made available to LICENSEE in accordance with COLLINS AEROSPACE's standard terms and charges and/or those provided in its proposal. COLLINS AEROSPACE shall provide consultation and maintenance services for the LICENSED SOFTWARE in accordance with COLLINS AEROSPACE's standard terms and charges and/or those provided in its proposal.
  11. COLLINS AEROSPACE 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 (or absent a specification, as described in the applicable Service Bulletin). COLLINS AEROSPACE will, at its option, without charge, revise or replace such nonconforming LICENSED SOFTWARE provided.
    - (a) Notice of the claimed defect is given COLLINS AEROSPACE within three (3) months from the date of delivery.
    - (b) LICENSED SOFTWARE shall not be deemed to be defective if the LICENSED SOFTWARE or the host medium is exposed to any computer virus or to any condition in excess of those published in the applicable specification(s).
    - (c) COLLINS AEROSPACE's obligations are conditioned upon the proper installation and operation of LICENSED SOFTWARE and the host medium in accordance with COLLINS AEROSPACE's written instructions.
    - (d) The warranty stated in this Section 10 shall be void if such LICENSED SOFTWARE (or its host medium) is altered (or alterations are attempted) by other than COLLINS AEROSPACE or COLLINS AEROSPACE's authorized service center.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY SOFTWARE DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE LICENSEE'S SOLE RIGHT AND REMEDY UNDER THIS EULA.
  12. This EULA shall be effective as of the date that COLLINS AEROSPACE ships the DISTRIBUTION COPY of the LICENSED SOFTWARE and thereafter shall continue in force unless LICENSEE's rights are terminated by COLLINS AEROSPACE for the following reason or cause:
    - (a) 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 COLLINS AEROSPACE specifying the default.

Such termination shall not extinguish any other remedies which COLLINS AEROSPACE may have with respect to such breach and shall not relieve LICENSEE of any obligation accrued as of the date thereof. Upon termination or cancellation of this EULA, LICENSEE shall discontinue use of the LICENSED SOFTWARE, return the DISTRIBUTION COPY of LICENSED SOFTWARE and DOCUMENTATION to COLLINS AEROSPACE, and shall destroy all other copies thereof made by LICENSEE, whether partial or complete.

13. COLLINS AEROSPACE SHALL HAVE NO LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF LICENSEE'S USE, OR INABILITY TO USE LICENSED SOFTWARE, INCLUDING SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.
14. 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) Any notice required by this EULA shall be effective when given by prepaid, first class, certified mail, return receipt requested, addressed to COLLINS AEROSPACE or LICENSEE to the addresses contained in the order or such other addresses as may be given from time to time under the terms of this notice provision.
  - (c) 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.
  - (d) This EULA shall be construed and enforced in accordance with the laws of FRANCE. 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) months the Parties fail to resolve amicably the dispute, then such dispute shall be settled by arbitration in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC). The number of Arbitrators shall be three (3) and the place of arbitration shall be Paris. The language to be used in the arbitral proceedings shall be English. Recourse to jurisdiction is expressly excluded, except as provided for in the ICC Rules of Conciliation and Arbitration concerning Conservatory and Interim measures. The arbitral award shall be in writing and enforceable in any court of competent jurisdiction.
  - (e) The provisions of sections 8 and 9 shall survive termination of this EULA.

IN WITNESS WHEREOF, the duly appointed representatives of the Parties have agreed to execute, this EULA in one (1) original copies, each party keeping one (1) of these copies.

**Name of the company**

**ROCKWELL COLLINS FRANCE  
A part of Collins Aerospace**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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