

Exhibit F
To
General Terms Agreement (074-8433-405)

PROLINE 4/21 AVIONICS CONTENT AGREEMENT, SUBSCRIPTION SERVICE LICENSE AND SUPPORT

- 1. PROLINE 4/21 AVIONICS CONTENT – DATABASES AND/OR CHARTS**
The databases and/or charts have been developed to meet the need for current aviation information in a computer compatible form required for modern air navigation equipment used under instrument and visual flight conditions. The databases and/or charts are designed for use by experienced and knowledgeable pilots who must be thoroughly familiar with and competent in the navigation of aircraft and the air navigation equipment being used. Many databases are compiled in accordance with the industry recommended standard for aeronautical data, Aeronautical Radio, Inc. Specification 424, Navigation System Data Base (ARINC 424), and a similar industry and/or supplier specification which are supplemental to the ARINC 424, as applicable. The databases and/or charts may not contain all navigation data existing worldwide and Buyer should make no assumption otherwise. Buyer's databases and/or charts may contain only a subset of the available data. The databases and/or charts may not contain all information necessary to independently conduct instrument or visual flight procedures. Certain navigation databases and/or charts incorporate procedures that require specific aircraft and aircrew approvals by relevant national aviation authorities. These procedures must not be utilized unless the operator has obtained all applicable national aviation authority approvals for the aircraft and aircrew.
- 2. TERM AND TERMINATION**
The term of this Agreement shall commence on the date executed below and continue for an initial period of one (1) year unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year periods.
(A) Buyer may terminate this Agreement for convenience with written notice thirty (30) days prior to the anniversary date of the renewal at no additional cost to Buyer. **(B)** Should Buyer terminate the Agreement for convenience at any time other than provided in Section 2(A) and Section 2(C), Buyer shall not receive any monies in a refund and/or credit for any unused portion of the cancelled subscription. **(C)** Either Rockwell Collins or Buyer can terminate this Agreement should any party materially fail to perform or observe any covenant, condition or agreement to be performed or observed and such failure is not corrected or diligently prosecuted within thirty (30) days after written notice thereof. **(D)** Upon termination of this Agreement for any reason and at any time whatsoever, the licenses granted shall immediately terminate and Buyer shall cease to have any rights or licenses whatsoever to use the Databases and/or Charts.
- 3. PAYMENT TERMS.**
Seller reserves the right to require payment in advance of service delivery or shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. Further, Seller reserves the right to charge interest at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever rate is lower, on any unpaid balance owing by Buyer from the date due until the date paid. Subscription service fees shall be invoiced in one (1) year increments in advance of the service.
- 4. BUYER SPECIFIC TAILORED DATA.**
Definition of buyer specific tailored data is non-government data originated, specified and supplied by a Buyer for inclusion in that Buyer's Database. Buyer specific tailored data may include, but not limited to, special arrival and departure procedures, specifically modified instrument approaches, special waypoints or intersections and company routes. The Buyer is solely responsible for the design, adequacy, accuracy, reliability, and safety, conformance with government standards or regulations and content of the Buyer specific tailored data, including fitness for its intended purpose.
- 5. LICENSE GRANT.**
Rockwell Collins grants to Buyer a term, worldwide, nonexclusive, nontransferable license to use the databases and/or charts solely in or with Rockwell Collins equipment. The right to use for these databases and/or charts is granted on a per aircraft basis which requires a separate, individual subscription for every aircraft. Buyer agrees not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, sublicense, copy, transfer, modify, disassemble, or reverse engineer the database and/or chart or to permit others to do so. The databases and/or charts are and shall remain the sole and exclusive property of Rockwell Collins or Rockwell Collins providers. Except for the limited license rights expressly set forth in this Agreement, Rockwell Collins and its suppliers reserve all rights in and to the Databases, Charts, and Documentation including title, ownership, and intellectual property rights.
- 6. SHIPMENT** For electronic delivery – see link for the Rockwell Collins website: http://www.rockwellcollins.com/Services_and_Support/Database_and_Software_Updates/Navigation_Databases.aspx
For physical media delivery shall be DAT (INCOTERM 2010) Buyers facility.
- 7. SUBSCRIPTION SERVICES AND WARRANTY.** The Databases and/or Charts and its associated media provided hereunder are subject to the following warranty. **(A)** Rockwell Collins warrants that the Product and Data delivered will substantially provide the functions set forth in the applicable specification (absent a specification, as described in the applicable Service Bulletin). Rockwell Collins sole obligation under this warranty with respect to a claim asserted shall be limited to use by Rockwell Collins of its best efforts to correct any errors in the next update cycle. **(B)** Rockwell Collins warrants the host media used to deliver the Product and Data, if any, only within the twenty-eight (28) day period for which the host media is produced and is effective. Rockwell Collins will, at its sole discretion and without charge, replace any host media which is defective as to design, workmanship or material and which is returned to Rockwell Collins at its factory, transportation prepaid; provided that: (i) written notice of the claimed defect is provided to Rockwell Collins prior to the expiration of the twenty-eight (28) day period for which the host media is produced and is effective; (ii) the host media has not been exposed to any condition in excess of those published within the specification; (iii) the host media has not undergone any improper installation or corruption; (iv) the media has not been altered, repaired, or attempted to be repaired by Buyer or anybody else.
- DATABASES AND/OR CHARTS CONTENT WARRANTY. ROCKWELL COLLINS MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE ACCURACY OF THE SOURCE MATERIAL OR THE RESULTANT DATABASE AND/OR CHART.**
FOR RNP AR OPERATIONS, ROCKWELL COLLINS CAN OPTIONALLY PERFORM THE DATA VALIDATION AND ACCURACY CHECKS PRESCRIBED IN FAA ADVISORY CIRCULAR AC 90-101() AS PART OF THE SUBSCRIPTION SERVICE TO EACH OPERATOR. HOWEVER, IT REMAINS THE BUYER'S RESPONSIBILITY TO ENSURE THE CORRESPONDING AC 90-101() FLYABILITY CHECKS ARE ALSO PERFORMED AS REQUIRED FOR EACH OPERATOR.
NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY SERVICE, DATA AND/OR PRODUCT DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY. NEITHER ROCKWELL COLLINS OR ANY OF ITS SUPPLIERS HAVE ANY LIABILITY WHATSOEVER FOR ANY AND/OR ALL OF BUYER SPECIFIC TAILORED DATA.
- 8. SUPPORT SERVICE.** Rockwell Collins will provide Support for the Database and/or Charts as part of the Subscription Service. The scope of the Maintenance Services is limited as described below. (1) Rockwell Collins will provide telephone call-in help line support during Rockwell Collins business hours, 7:30AM – 4:30PM, Central Standard Time. (2) As part of Support for the Databases and/or Charts except to the extent expressly stated to the contrary, none of the following are included in Support: (i) Diagnosis or support of equipment or data other than the Databases and/or Charts, including without limitation systems interfacing with the Databases and/or Charts; (ii) Support of Buyer Specific Tailored Data; (iii) making corrections to Buyer Specific Tailored Data; (iv) Data recovery services; (v) Support of Supported Products used in breach of applicable license restrictions or contrary to capacity and other use limitations under which the Product was licensed by the manufacturer; (vi) Support of Supported Products that have had their serial numbers altered, defaced or deleted. (3) Rockwell Collins will notify Buyer upon availability of updated databases and/or charts, approximately twenty-eight (28) update cycle, or as required.
- 9.** The terms of this Exhibit are supplemental to the terms stated in the Rockwell Collins General Terms Agreement (074-8433-405).