

EXHIBIT A

Form of Jeppesen Terms and Conditions to be provided by RCI to Customers, hereinafter referred to as Customer

Jeppesen Terms and Conditions

The Navigation Database and the Obstacle Database licensed to Customer by RCI contain certain Jeppesen data, specifically NavData and Obstacle Data, both as defined below. All NavData and Obstacle Data incorporated into the Navigation Database and the Obstacle Database are subject to these Jeppesen Terms and Conditions.

Customer acknowledges and agrees that Boeing Digital Solutions, Inc., d/b/a Jeppesen, and its affiliates (“Jeppesen”) are third party beneficiaries and are entitled (and will be deemed to have accepted the right) to enforce the terms of the agreement between Customer and RCI for the Navigational Database and the Obstacle Database specifically including these Jeppesen Terms and Conditions.

“NavData” means electronic flight navigation data compiled by Jeppesen in an electronic database, based on information from government sources, other publicly available sources, and/or information and data supplied by licensees, which may upon request of Customer also contain Tailored Data. NavData may not contain data on all aviation facilities, fixes, routes and other items of aeronautical interest in the world.

“Obstacle Data” means data depicting the location and height of certain obstacles which extend above a defined surface. Obstacle Data is for situational awareness and reference use only. It is based on information from government and other publicly available sources.

1. ASSUMPTION OF RISK. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THIS DATA IS AT CUSTOMER’S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, SAFETY, ACCURACY AND EFFORT IS WITH CUSTOMER.

2. LIMITATION OF LIABILITY.

A. DISCLAIMER AND RELEASE. THE CONDITIONS, REPRESENTATIONS, GUARANTEES, OBLIGATIONS, LIABILITIES AND WARRANTIES (IF ANY) OF JEPPESEN AND REMEDIES OF CUSTOMER SET FORTH HEREIN ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES, OBLIGATIONS AND LIABILITIES OF JEPPESEN, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST JEPPESEN, EXPRESS OR IMPLIED, ARISING BY LAW, EQUITY OR OTHERWISE, WITH RESPECT TO THE NAVDATA AND THE OBSTACLE DATA PROVIDED HEREUNDER AND ANY NONCONFORMANCE OR DEFECT IN THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY, OR CONFORMANCE WITH GOVERNMENT STANDARDS OR

REGULATIONS OF SUCH NAVDATA, OBSTACLE DATA OR OTHER THINGS PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO:

(i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS;

(ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

(iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING IN STRICT LIABILITY OR IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF JEPPESEN; AND

(iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF CUSTOMER, INCLUDING WITHOUT LIMITATION ANY AIRCRAFT.

B. EXCLUSION OF SPECIFIED LOSSES AND DAMAGES. JEPPESEN WILL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER, (i) WHETHER ARISING IN LAW, EQUITY, CONTRACT (INCLUDING BUT NOT LIMITED TO WARRANTY), TORT (INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF JEPPESEN), STRICT LIABILITY, OR OTHERWISE AND (ii) WHETHER SUCH LOSSES OR DAMAGES ARE DIRECT, INDIRECT OR OTHERWISE, FOR:

(i) LOSS OF USE, REVENUE, PROFIT, ANTICIPATED SAVINGS, BUSINESS VALUE, OPPORTUNITY OR GOODWILL;

(ii) LOSS OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION;

(iii) LOSS OR DAMAGES RESULTING FROM DELAY IN PERFORMANCE AND COST OF SUBSTITUTE PROCUREMENT;

(iv) LOSS OR DAMAGES RESULTING FROM REPRODUCTION OR RECOVERY OF DATA OR INFORMATION WHICH IS LOST, CORRUPTED OR DAMAGED IN ANY OTHER MANNER, WHETHER IN WHOLE OR IN PART; OR

(v) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNATIVE, OR PURE ECONOMIC LOSSES OR DAMAGES

IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

For purposes of this Section, the term "Jeppesen" means (i) Jeppesen, (ii) The Boeing Company, (iii) their respective parents, subsidiaries, and affiliates, (iv) the assignees of each, and (v) their respective directors, officers, contractors, licensors, subcontractors, employees and agents.

If a court of competent jurisdiction determines that applicable law implies warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit

on Jeppesen's liability set forth in this Section will apply to the fullest extent permitted by law. If Jeppesen cannot exclude or limit a warranty or liability implied by law, this agreement will be read and construed subject to such provisions of law.

3. INDEMNIFICATION. Customer will indemnify and hold harmless Jeppesen and its licensors, contractors, subcontractors and agents from and against all claims and liabilities (including claims by third parties), and costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Jeppesen, or for loss of or damage to any property, including without limitation any aircraft, arising out of or in any way relating to the utilization and/or processing of the NavData, Obstacle Data, or any other things provided hereunder, whether or not arising in strict liability or tort or occasioned by the negligence of Jeppesen, except to the extent of any obligation, liability, claim or remedy in tort due to the reckless misconduct of Jeppesen. Customer's obligations under this indemnity will survive the expiration, termination, completion or cancellation of this agreement.

For purposes of this Section, the term "Jeppesen" means (i) Jeppesen, (ii) The Boeing Company, (iii) their respective parents, subsidiaries, and affiliates, (iv) the assignees of each, and (v) their respective directors, officers, contractors, licensors, subcontractors, employees and agents.

4. EXPORT COMPLIANCE. Customer is responsible for its compliance with any applicable export control restrictions, laws and regulations as may be modified from time to time, imposed by the governments of the United States and, if applicable, other countries. Customer will not attempt to, or knowingly export or re-export the data or any products using such data covered this agreement to any country, or national thereof, prohibited from obtaining the data, either directly or indirectly through affiliates, licensees or subsidiaries of Customer.

ADDITIONAL TERMS FOR USE OF JEPPESEN NAVDATA®

5. ADDITIONAL INFORMATION ABOUT NAVDATA.

A. NavData has been developed to meet the need for current aviation information in a computer compatible form required for (a) air navigation equipment used under instrument and visual flight conditions and (b) computerized flight planning applications. Information contained in NavData is independently available from publications of the appropriate governing authority.

B. NavData is designed for use by experienced and knowledgeable (a) pilots who must be thoroughly familiar with and competent in, among other things, the navigation of aircraft and the air navigation equipment being used, and (b) flight dispatchers, flight planners and others who must be thoroughly familiar with and competent in, among other things, the planning of flights and the computerized flight planning programs being used. NavData does NOT contain all information necessary to independently conduct instrument or visual flight procedures or plan all aspects of a flight. NavData must be used in conjunction with the appropriate aeronautical charts and other information available to pilots, flight dispatchers, flight planners and others through a variety of sources. Pilots must conduct flight procedures in accordance with the information depicted on aeronautical charts.

C. NavData is 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 Jeppesen supplemental specification. Determination of the NavData elements used in Customer's avionics system is a joint effort between Jeppesen and the avionics manufacturer. Jeppesen NavData is transformed by the avionics manufacturer into formats and configurations necessary for use in the avionics system using computer programs designed, developed and controlled by the avionics manufacturer. **JEPPESEN MAKES NO WARRANTY, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, AS TO THE PROPER USE, FUNCTION OR COMPLETENESS OF THE NAVDATA IN ANY SPECIFIC AIR NAVIGATION EQUIPMENT, OR IN GROUND BASED COMPUTER SYSTEMS AND PROGRAMS USED TO TRANSFORM NAVDATA INTO FORMATS AND CONFIGURATIONS NECESSARY FOR USE IN SPECIFIC AIR NAVIGATION EQUIPMENT.**

D. Some information displayed by the avionics system may be solely generated by the avionics system, and may not be information derived from NavData. NavData may not contain all of the navigation data existing worldwide, and Customer should make no assumption otherwise. The avionics system and the avionics manufacturer's packing software ("PSP") may not utilize all NavData available from Jeppesen, and the NavData provided hereunder may be only a subset of the data available from Jeppesen or the avionics manufacturer.

6. GENERAL ACKNOWLEDGEMENTS. Customer acknowledges and agrees that:

A. Customer is the "end-user" of the data that is the subject of this agreement, and that Requirements and Technical Concepts for Aviation, Inc. (RTCA) document DO-200A and European Organization for Civil Aviation Equipment (EUROCAE) document ED-76, "Standards for Processing Aeronautical Data," Section 1.4, Application of Standard, state that, "The ultimate responsibility of ensuring that data meets the quality for its intended application rests with the end-user of that data."

B. Jeppesen is required to notify Customer of the status of our Letters of Acceptance provided by regulatory authorities. Please visit www.jeppesen.com/loa to access Jeppesen LOA information and documentation.

7. WARNING. NAVDATA RELATED ALERTS AND NOTICES ("ALERTS") ARE PUBLISHED ON JEPPESEN'S NOTICES AND ALERTS WEBPAGE ACCESSIBLE VIA WWW.JEPPESEN.COM. CHANGES MAY OCCUR AT ANY TIME AND CUSTOMER AGREES TO REGULARLY MONITOR JEPPESEN'S NOTICES AND ALERTS WEBPAGE AS APPROPRIATE FOR ITS TYPE OF OPERATION.

8. LIMITED WARRANTY.

A. NAVDATA. JEPPESEN EXPRESSLY WARRANTS FOR THE SOLE BENEFIT OF CUSTOMER THAT IT HAS ACCURATELY COMPILED, REPRODUCED AND PROCESSED THE DATA OBTAINED FROM GOVERNMENT, CUSTOMER OR OTHER SOURCES INTO JEPPESEN NAVDATA AS SUPPLEMENTED AND/OR REPLACED BY ALERTS AS DESCRIBED ABOVE. THIS EXPRESS WARRANTY, WHICH IS EFFECTIVE ONLY FOR THE APPLICABLE 28-DAY PERIOD FOR WHICH THE NAVDATA IS PRODUCED AND IS EFFECTIVE, IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, MADE BY JEPPESEN REGARDING ITS NAVDATA. JEPPESEN'S SOLE OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE USE OF ITS COMMERCIALY REASONABLE EFFORTS TO CORRECT ANY ERRORS AND PROVIDE

A CORRECTED VERSION OF THE NAVDATA AS SOON AS REASONABLY PRACTICABLE. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. TO THE EXTENT APPLICABLE, THE FOREGOING WARRANTY WILL MEAN "GEWÄHRLEISTUNG" AND WILL NOT BE CONSTRUED AS A "GARANTIE". § 443 OF THE GERMAN CIVIL CODE. "BGB" DOES NOT APPLY.

JEPPESEN MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, AS TO THE ACCURACY OF THE NAVDATA SOURCE MATERIAL ITSELF, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Jeppesen will validate certain procedures provided as part of the RNP AR NavData Service in accordance with Jeppesen's approved alternate compliance for FAA AC90-101A; provided however, Customer understands not all procedures can be validated according to AC90-101A. **Customer must perform a flyability check on any non-Part 97 and/or non-U.S. RNP AR (foreign) procedures, as applicable, prior to using it in flight in instrument meteorological conditions ("IMC"). The flyability check requirement is distinct and separate from Jeppesen's data validation requirement.** Nothing herein or provided in the RNP AR NavData detracts from Customer's responsibilities set forth in FAA AC90-101A.

G. JEPPESEN HEREBY DISCLAIMS ANY AND ALL OBLIGATION OR LIABILITY, WHETHER ARISING IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE FOR ANY ACTIONS TAKEN BY OR ON BEHALF OF ANY GOVERNMENTAL OR JUDICIAL AUTHORITY (COLLECTIVELY REFERRED TO AS "GOVERNMENT AUTHORITIES") FOR (I) ANY CUSTOMER-SUPPLIED DATA AT REST OR IN TRANSIT THAT MAY BE VIEWED, IMPAIRED, MODIFIED, BLOCKED, SEIZED, COPIED, TRACKED, ACCESSED, DISRUPTED OR DISABLED FOR ANY REASON BY THE GOVERNMENT AUTHORITY OR ANY ENTITY ACTING ON BEHALF OF OR AT THE DIRECTION OF A GOVERNMENT AUTHORITY; AND (II) ANY REQUEST OR REQUIREMENT BY A GOVERNMENT AUTHORITY THAT MAY RESULT IN AN INABILITY OR RESTRICTION IN CUSTOMER'S ABILITY TO ACCESS THE TAILORED DATA OR VIEW, ACCESS AND RETAIN CUSTOMER-SUPPLIED DATA.

H. Customer is solely responsible for the design, adequacy, accuracy, reliability, safety, conformance with government standards or regulations, and content of the Customer-Supplied Data and the Tailored Data, including fitness for its intended purpose.

B. Obstacle Data is provided "AS IS" and "AS AVAILABLE" without warranty of any kind whatsoever.
