

# COLLINS AEROSPACE ARJ 21 AVIONICS CONTENT SERVICE - SIMULATOR

Submit completed forms to Collins Database Subscription Support [collinsfmssubscriptions@collins.com](mailto:collinsfmssubscriptions@collins.com), PH: +1.319.295.5000 opt. 3, Fax 319.295.8757 Account activation takes up to five business day from receipt of completed form and required documents. For best results populating and digitally signing form below, use Internet Explorer browser. Required information\*.

**Subscription One (1) annual subscription is required for each simulator device.** This subscription fee is for use on a simulator and does not allow any Buyer to rent, lease, lend, upload to or host on any web site or server. The subscription will automatically renew each year. Note - Collins Aerospace is required to screen all aircraft and related entities. Additional aircraft documentation and/or Certificate of Registration may be requested.

## 1. Sim. Owner\*

Company	<input type="text"/>	Contact	<input type="text"/>
Address	<input type="text"/>	City	<input type="text"/>
		State, Zip	<input type="text"/>
Country	<input type="text"/>	Phone	<input type="text"/>
		Email	<input type="text"/>

## 2. Sim. Operator\* Same as #1

Company	<input type="text"/>	Contact	<input type="text"/>
Address	<input type="text"/>	City	<input type="text"/>
		State, Zip	<input type="text"/>
Country	<input type="text"/>	Phone	<input type="text"/>
		Email	<input type="text"/>

## 3. Payer Information/Subscription Owner\* Same as #1 Same as #2 (only pick #1 OR #2)

Company	<input type="text"/>	Contact	<input type="text"/>
Address	<input type="text"/>	City	<input type="text"/>
		State, Zip	<input type="text"/>
Country	<input type="text"/>	Phone	<input type="text"/>
		Email for invoice	<input type="text"/>

## 4. Simulator Information

Delivery Date	<input type="text"/>
Sim. S/N (s)	<input type="text"/>
	<input type="text"/>

## 5. Database Delivery Method ☒ Web Delivery (included)

## 6. Payment Information: *payment must be received before service is activated (via proforma invoice)*

<input type="checkbox"/> Existing Collins Aerospace Customer	Provide Account Number	<input type="text"/>
<input type="checkbox"/> Customer providing PO number (not required by Collins)	PO Number	<input type="text"/>

Database Selection (See Next Page)

Initials

# COLLINS AEROSPACE ARJ 21 AVIONICS CONTENT SERVICE

(Database Selection)

## 7. Database Package Selection

The J42 Navigation Databases Package is offered in two regions and may include Performance and Vspeed databases as available from the OEM. If you wish to have these databases added to your download account please obtain the specific part numbers from your OEM and then contact Collins at (319) 295-5000, option 3.

**Please select database region:**                      World                      Region - Europe/Asia/Pacific

**Please select database supplier:**                      Jeppesen                      Lufthansa

Pricing information (USD):	<u>Jeppesen</u>	<u>Lufthansa</u>	Pricing (per aircraft per year) plus Tax and valid until 31 Dec 2024
	<u>World</u> \$13,450	\$11,210	
	<u>Region</u> \$9,370	\$7,810	

## Options

For an additional annual fee the standard Europe Asia Pacific database can be customized to meet customer requirements (e.g. specific company routes, airports, gates, regions, tailored procedures, document files). For details contact (319) 295-5000, option 3.

## 8. Additional Service Selections - Collins ARINCDirect

Collins' ARINCDirect flight support services offer you a single, comprehensive suite of solutions and support for streamlined, efficient business aviation travel. From takeoff to landing, and everything in between. Across the country and around the globe. All delivered by the innovative aviation industry leader for more than 80 years. Our ARINCDirect flight support services offering is the industry-leading solution for best-in-class flight planning, cabin connectivity and flight operations management. To learn more about our solutions contact:

**Collins Aerospace ARINCDirect**

**Phone:**      North America: +1 866.321.6060      Worldwide: +1 410.266.2266

**Email:** [AD-Sales@collins.com](mailto:AD-Sales@collins.com)      **Website:** [www.collinsaerospace.com/what-we-do/Business-Aviation/Flight-Support-Services](http://www.collinsaerospace.com/what-we-do/Business-Aviation/Flight-Support-Services)

# COLLINS AEROSPACE ARJ 21 AVIONICS CONTENT SERVICE

## \* Additional User Accounts

Please enter all of the emails that will require access to the database

For each of these emails, you will need to:

1. Go to [portal.rockwellcollins.com/web/ads](http://portal.rockwellcollins.com/web/ads)
2. Click on Register in the top right corner
3. Follow the prompts

First name	<input type="text"/>	Last Name	<input type="text"/>	Email	<input type="text"/>
First name	<input type="text"/>	Last Name	<input type="text"/>	Email	<input type="text"/>
First name	<input type="text"/>	Last Name	<input type="text"/>	Email	<input type="text"/>
First name	<input type="text"/>	Last Name	<input type="text"/>	Email	<input type="text"/>
First name	<input type="text"/>	Last Name	<input type="text"/>	Email	<input type="text"/>
First name	<input type="text"/>	Last Name	<input type="text"/>	Email	<input type="text"/>
First name	<input type="text"/>	Last Name	<input type="text"/>	Email	<input type="text"/>

# Aftermarket Service Solutions

## GENERAL TERMS AGREEMENT

THIS GENERAL TERMS AGREEMENT (Agreement) is entered into by and between Rockwell Collins, Inc., a part of Collins Aerospace, ("Seller") and the undersigned Buyer, and is effective as of the date of acceptance hereto. Seller and Buyer are herein referred to separately as "Party" and together as "Parties". This Agreement specifies the aviation related services ("Services") that Seller performs or arranges for user ("Buyer"), from time to time, at the request of the Buyer.

"Work Product" means any computer software (object code or source code), databases, documentation, inventions, analyses, studies, recommendations, reports, plans, results, data compilations and other media, materials, objects, information and intellectual property produced as a result of the Services provided and/or delivered by Seller, its employees, agents and subcontractors, in the course of providing the Services, including without limitation the use of any datalink, planning, analytical or predictive tool provided by Seller within the Exhibits.

### 1. SERVICE AGREEMENTS.

This Agreement is intended to be the overriding Agreement for Services between the Parties. The term "Services" shall mean data, software, information or subscription services procured by Buyer in applicable Service Agreements. Specific terms for specific Services are addressed in separate exhibits ("Exhibits") attached hereto.

### 2. TAXES.

Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes applicable to the sale and provision of Services sold hereunder, including, as applicable, associated software delivered with such Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes, domestic or foreign, which may be imposed upon or payable by Seller.

### 3. TERM AND TERMINATION.

Unless otherwise specified in an Exhibit, each Service Agreement shall be valid for a period of one (1) year from the date last signed by the Parties and will automatically renew for an additional one-year period with paid invoice at the end of the first year and at the end of each subsequent one-year period. The general terms in this Agreement shall remain in effect throughout each subsequent renewal period unless new terms are provided by Seller. (A) Either Party may terminate this Agreement for convenience with written notice ninety (90) days prior to the anniversary date of the renewal at no additional cost to Buyer. Should Buyer terminate the Agreement with written notice ninety (90) days prior to the anniversary date of the renewal, Buyer shall not receive any monies in a refund and/or credit for any unused portion of the cancelled subscription. (B) Should Buyer terminate the Agreement for convenience at any time other than provided in Section 3(A), Buyer shall not receive any monies in a refund and/or credit for any unused portion of the cancelled subscription. (C) Either Seller 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 ninety (90) days after written notice thereof. Should either Seller or Buyer terminate this Agreement, Buyer shall not receive any monies in a refund and/or credit for any unused portion of the cancelled subscription. (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 Aircraft Information Services. (E) In the event of termination, Buyer shall be responsible for payment of all usage charges incurred for any Service up to the date of termination. Seller is entitled to collect on any unpaid invoices and Buyer shall be obligated to pay the unpaid portion stated on such outstanding invoices.

### 4. CONFIDENTIAL INFORMATION.

The information, data, text, software (object code and source code), music, sound, photographs, graphics, video, messages or other material presented or disclosed by the Seller to Buyer ("Content") either in tangible form, in electronic form via software systems, or on the website hosted at [www.rockwellcollins.com](http://www.rockwellcollins.com) ("Website"), and any affiliated websites or systems that may be contained therein, are copyrighted under various law and may not be used without the written permission of Seller. All Content is owned by Seller and various third parties. Nothing contained herein or on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Content without the written permission of Seller or such other party that may own the Content. Any copying, distribution, retransmission or modification of Content, whether in electronic or hard copy form, without the express prior written permission of Seller is strictly prohibited. Buyer agrees to not: (i) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Content, or access to the Website to others; (ii) decompile, reverse engineer, disassemble, modify, reduce the Website or Content to source code form or create derivatives works based upon the Website, the Content, or any part thereof; (iii) merge the Website, or Content with another program or create derivative works based on the Website or Content; (iv) remove, obscure, or alter any notice of the copyright or other propriety legends on the Website, or Content; (v) disable any licensing or control features of the Website or Content; (vi) use, or allow the use of, the Website, or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (vii)

introduce into the Website or Content any virus or other code or routine, including without limitation any virus or other code or routine intended to disrupt or damage the Website, alter, damage or delete any Content, or retrieve or record information about the Website or its users; or (viii) otherwise act in a fraudulent, malicious or negligent manner when using the Website or Content.

During the term of this Agreement, information provided by Buyer to Seller will be treated as confidential and shall not be utilized by Seller without Buyer's written consent and approval.

### 5. PAYMENT AND INVOICING.

Standard payment terms are net thirty (30) days, unless specified otherwise. Notwithstanding any statement of terms or time of payment to the contrary appearing in an Exhibit attached hereto, 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.

### 6. DELIVERY.

Unless otherwise specified, goods requiring physical delivery will be made EXW (Incoterms 2000) the place or location of Seller's factory or office from which Seller elects to make shipment, according to the delivery schedule specified which schedule is subject to delays due to causes beyond Seller's control. Cancellation or rescheduling of the delivery by Buyer may be subject to additional charges by Seller.

### 7. FORCE MAJEURE (EXCUSABLE DELAY).

Seller shall not be liable for default or for delay in deliveries due to causes including those beyond its control and without its fault or negligence, including but not limited to inability to obtain material, labor or manufacturing facilities, acts of God, or of the public enemy, any preference, priority or allocation order issued by the Government, changes in applicable law or any other act of Government, fires, floods, unusually severe weather, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Seller's suppliers. In the event of such delay, delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay. Seller shall use its reasonable efforts to remove the cause of delay and resume work as soon as possible and to mitigate delivery schedule delay. In no event shall Seller be liable for any damages. Seller reserves the right to provide, at no change in price, substitute Services of equal or better capability provided however that such substitute Services maintain functionality of the original Services.

### 8. PROVISION OF SERVICES.

Each request for Services made by a Buyer or Buyer representative, who contacts Seller to arrange for the procurement of Services, represents a commitment by Buyer to pay for Services received at Seller's then current Price List. A request for Services may be oral or written and may be transmitted in any media. Seller will confirm such request in writing within thirty days of receipt. Seller's record of requests for and provision of Services will be presumed correct. Buyer consents to the Seller arranging the provision of any of the Services directly to the Buyer by third-party suppliers ("Suppliers") or by entities under common control with Seller ("Affiliates"). Seller shall not be responsible for the performance of Services delegated to Suppliers or Affiliates.

### 9. EXPORT.

The parties agree to abide by all US Government laws and export regulations, including without limitation those applicable to re-export, and when required by such laws or regulations, Buyer shall apply for the necessary and appropriate export licenses. Seller shall, at no charge to Buyer, promptly provide reasonable support and documentation if required for such export license application.

### 10. ARBITRATION.

For Buyers outside of the United States, any dispute, controversy, or claim arising out of or relating to this Agreement, its breach, termination, invalidity, whether based in contract, tort or any other legal or statutory claim, (each, a "Dispute") shall be resolved in accordance with the procedures specified herein, which shall be the sole and exclusive procedure for the resolution of any such Dispute. The parties to the Dispute will attempt in good faith to resolve any Dispute promptly by negotiations between executives of the parties who have authority to settle the controversy. If the Dispute is not resolved within a period of ninety (90) days, then, upon written notice by either party to the other, the Dispute shall be resolved by binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution ("ICDR"). All decisions will be in accordance with the substantive laws of the State of Iowa, U.S.A. (excluding choice of law) and the arbitration shall be conducted in the State of Iowa. The English language shall be used. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable to or fail to agree upon

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## GENERAL TERMS AGREEMENT

the third arbitrator, the third arbitrator shall be selected by the ICDR. The arbitral panel shall decide each issue presented to it by majority vote, and the arbitral panel's decisions shall be in writing and shall be final and conclusive. All arbitrators shall serve as neutral, independent, and impartial arbitrators. The amount of the fees of the arbitration (including legal fees and expenses) and by whom they shall be paid will be determined as part of the arbitration. Judgment on the award rendered by the arbitral panel may be entered in any court having jurisdiction thereof. Either party may apply to the arbitral panel seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also, without waiving any remedy under this Agreement, may seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral panel.

### 11. WARRANTY.

Seller warrants that the Work Product delivered will substantially provide the functions set forth in the applicable specification. Seller's warranty obligations under this agreement with respect to any claim asserted shall be limited to Seller utilizing reasonable efforts to correct any errors in the next planned update cycle.

Seller warrants that the licensed programs will, after validation by Buyer, provide the facilities and functions set out in the specification when properly used on the equipment and that the program documentation and the licensed programs will provide adequate instruction to enable buyer to make proper use of such facilities and functions. The said warranty shall be subject to Buyer complying with its obligations hereunder and to there having been made no alterations to the licensed programs by any person other than Seller. When notifying a defect or error Buyer shall use its reasonable efforts to provide Seller with a documented example of such defect or error.

Warranty does not cover errors due to any of the following causes: (a) the licensed programs fail, malfunction, or are damaged or become inoperable as a result of handling, re-installation, operation, maintenance, removal, modification, or rectification by Buyer in a way that is not consistent with the documentation or Seller's recommendations, (b) the licensed programs are accidentally damaged due to abuse or improper use or installation on hardware not recommended by Seller, (c) the licensed programs are materially altered or damaged by Buyer to the extent that Seller is unable to verify and/or rectify the reported defect using normal equipment or procedures (d) malfunctions in the licensed programs being used in combination with any other programs not supplied, approved, or recommended by Seller, (e) defects which are attributable to failure on Buyers behalf to include any functions or facility in the specification, (f) any fault in end systems or the equipment, or failure of the end systems or the equipment to meet the specification provided by Buyer.

**NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY EQUIPMENT SOLD OR SOFTWARE DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS GENERAL TERMS AGREEMENT.**

### 12. OWNERSHIP OF AND LICENSE TO USE WORK PRODUCT.

Buyer assumes sole responsibility for the results, use and consequences of any computer software (object code or source code), databases, documentation, inventions, analyses, studies, recommendations, reports, plans, results, data compilations and other media, materials, objects, information and intellectual property produced as a result of the Services provided and/or delivered by Seller, its employees, agents and subcontractors, in the course of providing the Services, including without limitation the use of any datalink, planning, analytical or predictive tool ("Work Product"). Unless otherwise expressly provided in a separate written Statement of Work executed by both the Seller and Buyer, all Work Product shall be the exclusive property of Seller and shall not be deemed a "work made for hire" within the meaning of the copyright laws of the United States and any similar laws of other jurisdictions. Seller shall retain all right, title and interest in all patents, copyrights and trademarks and other intellectual property rights to such Work Product, in its original form and any derivative works or modified versions thereof. Buyer agrees to execute any documents and take any other actions requested by Seller to effectuate the purposes of this provision. Seller hereby grants to Buyer a limited, revocable, personal, non-transferable and non-exclusive license to access and use the Work Product solely in or with Seller's equipment for Buyer's internal purposes in accordance with this Agreement. The right to use this Work Product is granted on a per aircraft basis which requires a separate, individual subscription for each and every aircraft. Buyer shall not rent, lease, lend, upload to or host on any website or server, sell, redistribute, sublicense, copy transfer, modify, dissemble, or reverse engineer the Work Product related to the subscription or to permit others to do so. The Work Product is and shall remain the sole and exclusive property of Seller and Seller's providers. Except for the limited license rights expressly set forth in this Agreement, Seller and its suppliers reserve all rights in the Work Product, including title, ownership, and intellectual property rights. The foregoing license shall automatically terminate upon the termination or expiration of all of Seller's granted rights herein.

### 13. PATENT AND COPYRIGHT INDEMNIFICATION.

Seller, subject to agrees that it will defend, at its own expense, all suits against Buyer for the direct infringement of any valid third-party United States patent covering, or alleged to cover, the Services described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Services so purchased. If in any such suit so defended the Services are held to constitute an infringement and their use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or modify said Services so as to be non-infringing, or, if the foregoing options are not reasonably available, remove such Services and refund the purchase price less a reasonable allowance for use up to the date that such Services are removed by the Seller.

### 14. USE OF SELLER'S WEBSITE.

The information, data, text, software (object code and source code), music, sound, photographs, graphics, video, messages or other material presented to Buyer ("Content") on the website hosted on Seller's Website, and any affiliated websites that may be contained therein, are copyrighted under various law and may not be used without the written permission of Seller. All Content is owned by Seller and various third parties. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Content without the written permission of Seller or such other party that may own the Content. Any copying, distribution, retransmission or modification of Content or Work Product, whether in electronic or hard copy form, without the express prior written permission of Seller is strictly prohibited. Buyer agrees to not: (i) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Content, Work Product, or access to the Website to others; (ii) decompile, reverse engineer, disassemble, modify, reduce the Website or Work Product to source code form or create derivative works based upon the Website, the Work Product, or any part thereof; (iii) merge the Website, Work Product, or Content with another program or create derivative works based on the Website or Content; (iv) remove, obscure, or alter any notice of the copyright or other propriety legends on the Website, Work Product, or Content; (v) disable any licensing or control features of the Website or Work Product; (vi) use, or allow the use of, the Website, Work Product, or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (vii) introduce into the Website or Work Product any virus or other code or routine, including without limitation any virus or other code or routine intended to disrupt or damage the Website, alter, damage or delete any Content, or retrieve or record information about the Website or its users; or (viii) otherwise act in a fraudulent, malicious or negligent manner when using the Website or Work Product.

Subject to the Terms and Conditions, Seller grants Buyer a limited, revocable, personal, non-transferable and non-exclusive license to access and use the Website, for the purpose of viewing and reading the Content for Buyer's internal purposes. The foregoing license shall automatically terminate upon the termination or expiration of all of Seller's rights in the Content. Buyer may not create a hyperlink to any Content, except Buyer may create a hyperlink to the Website for Buyer's internal use. Seller may discontinue providing the Website, or any part thereof, with or without notice. Buyer acknowledges and agrees that Seller may immediately deactivate or delete any Content at any time without prior notice. Seller may suspend or terminate Buyer's user account or other use of the Website if Buyer is not in compliance with this Agreement or any other agreement between Buyer and Seller. Seller may terminate Buyer's user account and other use of the Website when Buyer is no longer a customer, or after Buyer is in default of payment to Seller. Seller shall not be liable to Buyer, or any third-party, for any termination or suspension of Buyer's access to the Website. Buyer understands that if Buyer is dissatisfied with the Website or the Content, Buyer's sole and exclusive remedy is to discontinue using the Website, and receive a pro-rata refund of any pre-paid amounts that Buyer has paid to access the Website. The trademarks, logos, and service marks or similar items (collectively the "Trademarks") displayed on the Website are trademarks of Seller and its Affiliates. Nothing contained on the Website should be construed as granting any license or right to use any Trademark on the Website without the written permission of Seller. Unauthorized use of the Trademarks, or any other Content is strictly prohibited. Buyer agrees to indemnify and release Seller and its Affiliates from and against any and all liabilities, expenses (including attorney's fees) and damages arising out of claims resulting from Buyer's use of the Content, including, without limitation, any claims that if the allegations were true would constitute a breach of this Agreement.

Buyer is prohibited from using the Website to gain unauthorized access, directly or indirectly, to Seller's computer systems or a third party's computer systems. Buyer shall not interfere with another user's use or enjoyment of the Website. Seller reserves the right, in its sole discretion, to take action that it deems appropriate for violations of this

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Agreement, including but not limited to terminating Buyer's access to the Website, filing of criminal charges against Buyer, or initiating a civil action against Buyer. To the extent required to do so by law, Seller will fully cooperate with any law enforcement authorities or court order requesting or directing Seller to disclose information regarding users of the Website. Access to the password-protected areas of the Website is strictly limited. Buyer may not obtain unauthorized access to the password protected areas of the Website, or to any other protected materials or information, through any means not intentionally made available to Buyer by Seller for Buyer's specific use. By using the Website, Buyer represents and warrants that (a) all registration information Buyer submits is truthful and accurate; (b) Buyer will maintain the accuracy of such information. Buyer is solely responsible for maintaining the confidentiality and security of Buyer's user account and Buyer accepts full responsibility for any use of Buyer's user account. Sharing Buyer's user name or password with third parties violates this Agreement. Seller is not obligated to inquire as to the authority or propriety of any use of or action taken under Buyer's user account, and Seller is not responsible for any loss to Buyer that arises from such use or action. Buyer shall notify Seller immediately of any actual or suspected loss, theft or unauthorized use of Buyer's password. The Website is controlled and operated by Seller from its offices within the United States of America. Seller makes no representation that the Content is appropriate or available for use in other locations and other countries. Those who choose to access the Website from other locations or other countries do so on their own initiative and are responsible for compliance with local laws in that territory, if and to the extent that local laws are applicable. Any unauthorized or illegal use of any images on the Website may violate international copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Recognizing the global nature of the Internet, Buyer agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Buyer agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Buyer operates.

The Website may contain external links to other websites not affiliated with Seller. Such links are meant solely for the user's convenience. Seller has no control over, and is not responsible for the content found on external websites. Links to such third party websites do not constitute sponsorship, endorsement or approval of such websites or the contents thereof. If Buyer decides to access any third party website linked to the Website, Buyer does so entirely at its own risk and Seller accepts no liability for any information that may be contained within the external websites.

**THE SERVICES, CONTENT AND THE WORK PRODUCT ARE PROVIDED WITHOUT ANY WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH SERVICES, CONTENT OR WORK PRODUCT. SELLER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE SERVICES, CONTENT OR WORK PRODUCT. SELLER RESERVES THE RIGHT TO MODIFY OR CHANGE THE SERVICES, CONTENT OR WORK PRODUCT WITHOUT NOTICE, AND MAKES NO COMMITMENT TO UPDATE THE CONTENT. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, SELLER MAKES NO WARRANTY THAT (I) ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, OR (III) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.**

### 15. GOVERNING LAW.

This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of the State of Iowa, U.S.A., as the same would be applied to transactions between residents thereof, but without regard to that state's conflict of laws principles and specifically excluding the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

### 17. VALIDITY.

If any of these Terms and Conditions are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, these Terms and Conditions shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and these Terms and Conditions shall remain in full force and effect as reformed.

### 18. NO WAIVER.

No failure by either party to exercise and no delay in exercising any right, power or privilege hereunder will operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one.

### 19. SURVIVAL.

All provisions of this Agreement and Service Agreement Exhibits which, by their nature should apply beyond the term of this Agreement and Service Agreement exhibits will remain in force after the expiration or termination of this agreement or such Service Agreement Exhibits.

### 20. DISCLAIMER AND LIMITATION OF LIABILITY.

**NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL SELLER OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT, THE USE OF SERVICES, THE WEBSITE, THE WORK PRODUCT, OR THE CONTENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF PROGRAMS OR OTHER DATA. SELLER ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES, WORMS OR SIMILAR ELECTRONIC DESTRUCTIVE ITEMS THAT MAY INFECT BUYER'S COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF BUYER'S ACCESS TO, USE OF, OR BROWSING IN THE WEBSITE, BUYER'S DOWNLOADING OF ANYTHING FROM THE WEBSITE, OR BUYER'S USE OF THE WORK PRODUCT. THE LIMIT OF SUPPLIERS' OR AFFILIATES' LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) TO THE BUYER CONCERNING PERFORMANCE OR NON-PERFORMANCE OF SERVICES, OR IN ANY MATTER RELATED TO SERVICES, SHALL NOT IN THE AGGREGATE EXCEED THE FEES PAID BY BUYER IN THE LAST SIX MONTHS WITH RESPECT TO THE PARTICULAR SERVICE AT ISSUE.**  
**ENTIRE AGREEMENT.**

This Agreement and its Exhibits form the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior representations of agreements, oral or written, and all other communication between the Parties relating to this Agreement and its Exhibits and attachments.



## **EXHIBIT A**

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

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#### **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**

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**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](http://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**

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**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.**

I certify that the preceding information provided on this form is current & correct, and will provide additional simulator documentation to Collins as required for subscription setup as needed.

I agree that I have read and accept all the terms & conditions of use outlined above.

Signature

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each shall be deemed an original) as of the day and the year first above written.