

END USER LICENSE AGREEMENT
Integrated Navigation Data Service™



Last Revised: April 1, 2022 (Revision 01)

PLEASE READ THIS END USER LICENSE AGREEMENT (THIS “**AGREEMENT**”) CAREFULLY. IT CONSTITUTES A BINDING AGREEMENT BETWEEN YOU (“**LICENSEE**” OR “**YOU**”), HONEYWELL INTERNATIONAL INC. (“**HONEYWELL**”) AND BOEING DIGITAL SOLUTIONS, INC., d/b/a JEPPESEN (“**JEPPESEN**”) FOR THE USE OF THE INTEGRATED NAVIGATION DATA SERVICE AS DESCRIBED HEREIN (THE “**DATA SERVICE**”). BY CLICKING THE “I ACCEPT” OR “AGREE” (AS APPLICABLE) BUTTON OR USING THE DATA SERVICE, YOU REPRESENT YOU ARE A DULY AUTHORIZED REPRESENTATIVE OF LICENSEE AND AGREE TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

JEPPESEN AND HONEYWELL RESERVE THE RIGHT TO CHANGE OR MODIFY ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AT ANY TIME BY POSTING THE NEW TERMS ON THE ONLINE INDS SUBSCRIPTION PAGE. THE MOST CURRENT VERSION OF THE TERMS AND CONDITIONS CAN BE REVIEWED BY **GOING TO THE ONLINE INDS SUBSCRIPTION PAGE, THEN TO “TERMS AND CONDITIONS”**. YOU SHOULD VISIT THIS LOCATION EVERY TIME YOU USE THIS APPLICATION TO REVIEW THE TERMS AND CONDITIONS. ANY CHANGES OR MODIFICATIONS TO THE TERMS AND CONDITIONS WILL BE EFFECTIVE ON THE DATE THE CHANGE OR MODIFICATION IS MADE. YOUR USE OF THE DATA SERVICE FOLLOWING THE DATE OF ANY CHANGES OR MODIFICATIONS WILL CONSTITUTE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS AS REVISED. IF YOU DO NOT AGREE TO THE REVISED TERMS AND CONDITIONS, THEN YOU MUST STOP USING THE DATA SERVICE.

Honeywell International Inc., a Delaware corporation acting through its Business & General Aviation business, with its primary office at 1944 East Sky Harbor Circle, Phoenix, Arizona 85034, U.S.A. (“Honeywell”) and Boeing Digital Solutions, Inc. d/b/a Jeppesen, a Delaware corporation, having its principal offices at 55 Inverness Drive East, Englewood, Colorado 80112, U.S.A. (“Jeppesen”) shall provide Integrated Navigation Data Service to Licensee for use in connection with the System, as defined in Section 1.3 below, subject to the terms and conditions contained in this Agreement.

1. DEFINITIONS

1.1 Data: The complete data content of the System, which includes: airport information; airspace and communication data; electronic charts; geopolitical boundaries, rivers and oceans; navigation data, obstacle data, terrain data, Trip Kits, and Tailored Data if applicable.

1.2 Integrated Navigation Data Service (“Data Service”): An annual subscription service for the System whereby periodic updates to the Data are jointly provided by Honeywell and Jeppesen to Licensee. The Data Service may also include Tailored Data. Each annual subscription to the Data Service covers one System installed in one aircraft.

1.3 System: Honeywell’s avionics systems and derivatives thereof installed in an aircraft owned or leased and operated by Licensee and supported by the Data Service.

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1.4 **Software.** Software applications provided by Jeppesen or Honeywell under separate license terms that include the operating software for the System and software used to distribute or view the Data Service.

1.5 **Tailored Data.** Licensee-supplied data that is processed, maintained and distributed by Honeywell and Jeppesen as requested by a particular Licensee to be included in its Data Service. The content of any Tailored Data is the sole responsibility of the Licensee as more fully described in Section 16.2.

1.6 **Trip Kit:** a one-time, single issue of the Data, only valid for the current effective period at time of issue (i.e. the current Update Cycle) and not designed to be updated.

1.7 **Update Cycle:** The number of days between updates to Licensee for the Data provided under this Agreement and the period for which the Data update is effective. For example, the Update Cycle for electronic charts is every fourteen (14) days, and the Update Cycle for navigation data is every twenty-eight (28) days.

2. ENTIRE AGREEMENT; CONFLICTING DOCUMENTS

2.1 This Agreement forms the entire Agreement with respect to licensing and using the Data Service superseding any prior or contemporaneous oral or written agreements, representations, or understandings not specifically incorporated herein. Honeywell and Jeppesen's confirmation of Licensee's subscription to the Data Service entitles Licensee to Data Services according to the terms and conditions stated herein, which terms and conditions govern the relationship between Honeywell, Jeppesen, and Licensee. In the event Licensee issues a purchase order for the Data Service, the terms and conditions of this Agreement will govern and take precedence over all terms and conditions contained in or referenced by such purchase order.

3. ADDITIONAL AIRCRAFT

Each subscription to the Data Service covers one System installed in a specific aircraft. Licensee is required to subscribe to a separate Data Service for any additional aircraft of Licensee that contain a System.

4. DATABASE SIZE AND CONTENT

In the event that the amount of data available for a particular database exceeds the memory capacity of the System, Honeywell and Jeppesen reserve the right to create alternate Honeywell/Jeppesen-defined databases. In the event Licensee requests Honeywell or Jeppesen to create different databases from those defined, such changes will be at Honeywell and Jeppesen's sole discretion subject to additional charges.

5. DELIVERY OF DATA

5.1 **Tailored Data.** If applicable, revisions to Tailored Data must be submitted by Licensee to Jeppesen or Honeywell at the earliest possible date but no later than 27 days prior to the next Update Cycle in order to ensure adequate time for input into Licensee's database. Jeppesen or Honeywell will use its commercially reasonable efforts to include all revisions to Tailored Data in one of the next Update Cycles following receipt of the written revision request. If Jeppesen or Honeywell is unable to include any of Licensee's requested revisions to Tailored Data in the next Update Cycle following receipt of the written revision request, Jeppesen or Honeywell will inform Licensee of such deferral.

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5.2 Honeywell and Jeppesen shall transmit the Data for each Update Cycle by electronic distribution via a website or separate Software application (or such other electronic distribution method as may be provided to Licensee), at least five (5) days prior to the effective date thereof, and for physical media distribution, if applicable, at least eight (8) days prior to effective date. Honeywell or Jeppesen will specify the methodology and system requirements of such distribution.

5.3 If replacement copies of any Data should be requested by Licensee, Honeywell and/or Jeppesen shall supply the replacement Data subject to the charges for replacement.

5.4 At Licensee's specific request, the Data will be delivered via media and will be shipped Free Carrier (FCA) (Incoterms 2000) Phoenix, Arizona, and/or Englewood, CO U.S.A. Notwithstanding FCA (Incoterms 2000), the courier service will be specified by Honeywell or Jeppesen. Additional fees and transportation charges will be borne by Licensee. It is Licensee's responsibility to notify either Honeywell or Jeppesen in the event its shipping address changes.

5.6 Licensee shall be responsible for loading the Data into its System.

6. FEES AND PRICING

All fees charged for Licensee's use of the Data Service will be invoiced according to Section 7, "Invoicing," of this Agreement at Honeywell and Jeppesen's then-current Data Service License Fees Schedule. Honeywell's and Jeppesen's published prices do not cover any taxes or duties including but not limited to Federal, State, Municipal, income, excise, sale or use taxes or import duties upon the license and furnishing of the Data Service. All such present or future applicable taxes or duties on the license of Data Service due hereunder (except for U.S. federal and U.S. state incomes taxes imposed on Jeppesen and Honeywell) shall be paid by Licensee. Accordingly, Honeywell and Jeppesen reserve the right to revise their prices at any time to include any and all taxes or duties that may become due hereunder and Honeywell or Jeppesen may invoice Licensee for said additional amounts. All prices listed in the Data Service License Fees Schedule are subject to modification at any time, without consent of Licensee. Such modified license fees will be shown on the invoice for the following annual subscription period.

7. INVOICING

7.1 Payment is due before start of the Data Service or prior to the annual renewal date for each Data Service subscription. All invoices are due within 30 days of the invoice date.

7.2 Subscription invoices will be automatically generated no less than thirty (30) days prior to the expiration date of each subscription period and without a Licensee purchase order unless one is on file. In the event there is no purchase order on file at Honeywell or Jeppesen for the subscription, it is Licensee's responsibility to coordinate with its internal purchasing and accounting departments to ensure the invoice is paid within the allowable time frame.

7.3 Honeywell or Jeppesen may issue additional invoices during the annual subscription period if Licensee requests additional, unplanned Data or Licensee's service requirements change.

7.4 License fees for the subscriptions are stated in U.S. dollars, and shall be paid in U.S. currency. Honeywell and Jeppesen reserve the right to modify or withdraw credit terms at any time without notice and to require

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guarantees, security or payment in advance of the amount of credit involved. In the event of delinquency, Honeywell or Jeppesen may send notice of delinquent account status by the most expedient means available, but are not required to do so. In the event payments are not made in a timely manner, Honeywell or Jeppesen may in its sole discretion and at its sole election, in addition to all other remedies provided at law, do any of the following without prior notice: (i) declare Licensee's performance in breach and terminate this Agreement for default; (ii) either suspend or discontinue the provision of services under this Agreement until delinquent payments are made; (iii) provide services under this Agreement on a cash in advance basis even after the delinquency is cured; (iv) charge interest on the delinquency at a rate of one and one half (1 ½%) percent of any outstanding balance per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment; or (v) recover all costs of collection including, but not limited to, collection expenses, court costs and reasonable attorneys' fees.

8. LICENSE

8.1 Grant of License

8.1.1 For each System for which Licensee has a current subscription to the Data Service, Honeywell and Jeppesen grant to Licensee and Licensee hereby accepts a time-limited, nonexclusive, nontransferable, revocable license to use the Data Service only as set forth in this Agreement.

8.2 Use of Data Service

8.2.1 The Data Service provided under this Agreement may only be used by Licensee in the normal operation, support and maintenance of each System for which Licensee has a current subscription to the Data Service. The Data Service, computer media, computer files, printouts or information content provided to Licensee may not be used for any other purpose. Notwithstanding the foregoing, Honeywell and Jeppesen authorize Licensee to provide its Data to authorized service centers for updating the System in aircraft covered by this Agreement.

8.2.2 Licensee agrees to hold all Data in confidence for the duration of this Agreement without making or retaining copies thereof.

8.2.3 Licensee assumes full responsibility for updating the System and agrees not to use the Data for air navigation past its effective date.

8.3 Restrictions on Use of Data Service

8.3.1 Licensee agrees not to use the Data Service to create or procure services which are the subject of this Agreement or any similar services, including those from any other source. EXCEPT AS PROVIDED HEREIN, LICENSEE AGREES NOT TO DISCLOSE OR MAKE AVAILABLE TO ANY THIRD PARTY ANY OF THE DATA OR OTHER INFORMATION PERTAINING TO THIS AGREEMENT WHICH IS PROPRIETARY TO HONEYWELL OR JEPPESEN WITHOUT OBTAINING HONEYWELL AND JEPPESEN'S PRIOR WRITTEN CONSENT. UNDER NO CIRCUMSTANCES MAY LICENSEE OR ANY OTHER PERSON ACTING BY OR THROUGH LICENSEE, COPY THE DATA RECEIVED FROM HONEYWELL AND JEPPESEN EXCEPT WITH HONEYWELL AND JEPPESEN'S PRIOR WRITTEN CONSENT. HONEYWELL AND JEPPESEN MAY, IN THEIR SOLE DISCRETION, GRANT EXCEPTION TO THESE CONDITIONS, WHEN REQUESTED IN WRITING BY LICENSEE.

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8.3.2 The Data may not be copied, reproduced or used for any other purpose except loading into a System for which a current subscription exists.

8.3.3 Licensee shall not sell, lend, lease, rent, transfer, or sublicense the Data Service to any third party except with the prior written consent of Honeywell and Jeppesen.

8.3.4 Use of the Data Service to support aircraft or simulators not covered by this Agreement or for which Licensee does not have a current Data Service subscription is specifically prohibited.

9 PROPRIETARY RIGHTS

9.1 All information supplied to Licensee by Honeywell and Jeppesen for the Data Service is licensed and not sold, and is Honeywell or Jeppesen's property or that of their licensors. Licensee agrees that no title to the information and Data furnished by Honeywell and Jeppesen, or to any copies or derivations thereof, is transferred hereunder to Licensee. Except as set forth in this Agreement, nothing contained in this Agreement will be construed as Jeppesen or Honeywell or their licensors granting or conferring to Licensee any rights, title, or interest, either expressly, implicitly or by estoppel, conduct of the Parties, or otherwise, in its respective copyrights, patents, trade secrets, trademarks, information, know-how, or other intellectual property pertaining to the Data including, without limitation, any right to use as a trademark, trade name, brand, product name, or otherwise, the mark "Honeywell" and/or "Jeppesen" or any other trademark, trade name, brand or product name of Honeywell and/or Jeppesen, or any word or mark similar thereto,. Material from the Australian Aeronautical Information Publication has been used by agreement with Airservices Australia.

9.2 Licensee agrees that the existence of any copyright notice in connection with the information and Data furnished by Honeywell and Jeppesen shall not be construed as an admission or presumption that publication has occurred.

9.3 Licensee agrees to respect and not to remove or conceal any copyright, trademark, or other proprietary and confidential notices which may appear on the Data and related documentation.

9.4 Licensee agrees that it shall not disassemble, reverse engineer nor decompile any portion of any Data.

10. CHARTS

10.1 Jeppesen's charts, including electronic charts, have been developed to provide current information in the condensed form required for air navigation under instrument and visual flight conditions. Information contained in the copyrighted charts is independently available from publications of the appropriate governing authority and/or other third parties.

10.2 Jeppesen's charts are designed for use by experienced, instrument-rated pilots who must be thoroughly familiar and competent with the instrument navigation of aircraft. The user of charts should also be thoroughly familiar with the introduction and legend materials included within the charts.

10.3 Instrument procedures are designed, flight-tested, approved, authorized and prescribed by applicable governing authorities. In the United States, these flight procedures are incorporated into Federal Aviation Regulation (FAR) Part 97 as regulations. Jeppesen does not design or flight-check any of these procedures, and Jeppesen has no authority to alter, modify, add to, or subtract from any flight procedure prescribed by a governing

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authority. Further, Jeppesen does not review or approve the adequacy, reliability, accuracy, safety or conformance with government standards of any government flight procedure, and it specifically has undertaken no such duty. Jeppesen's flight procedure charts simply depict in a graphic form convenient for the use by knowledgeable, instrument-rated pilots, the flight procedures exactly as designed, flight-tested and prescribed by government authorities.

10.4 Jeppesen's charts contain a wide variety of information useful to pilots which Jeppesen has obtained from many outside sources. Jeppesen has edited this source material, and has arranged and published it in a convenient, easy-to-use format.

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

10.6 WARNING: OBSTACLE DATA, GEOPOLITICAL DATA, AIRPORT INFORMATION, AIRSPACE AND COMMUNICATION DATA, AIRPORT MOVING MAP DATA, AND TERRAIN DATA, AMONG OTHER DATA TYPES (COLLECTIVELY "OTHER DATA") ARE NOT TO BE USED FOR NAVIGATION, BUT ARE FOR SITUATIONAL AND/OR POSITIONAL AWARENESS ONLY AND MAY BE INCOMPLETE. SUCH OTHER DATA MAY NOT BE UPDATED ON A REGULAR BASIS, AND LICENSEE ASSUMES TOTAL RESPONSIBILITY TO ENSURE LICENSEE IS USING THE MOST CURRENT DATA AVAILABLE AT ANY GIVEN TIME.

11. EXCUSABLE DELAY

Honeywell and Jeppesen shall be excused from delays in delivery and performance of other contractual obligations under this Agreement caused by acts or omissions that are beyond the reasonable control and without the fault or negligence of Honeywell or Jeppesen including but not limited to government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any government, fires, floods, severe weather conditions, quarantines, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, acts of terrorism, material shortages or delays in deliveries to Honeywell or Jeppesen by third parties. If the excusable delay circumstances extend for six (6) months, any party of this Agreement may, at its option, terminate this Agreement without penalty or liability and without being deemed in default or in breach thereof.

12. TERM AND TERMINATION

12.1 This Agreement shall become effective on the date when Honeywell and Jeppesen provide the Licensee with confirmation of its subscription of the Data Service ("Effective Date") and shall continue in effect for one (1) year ("Term"). Following the initial Term of this Agreement, the Agreement will automatically renew annually on the date of expiration for one (1) year renewal Terms unless terminated as provided herein.

12.2 This Agreement, the licenses granted herein, and any or all subscriptions covered by this Agreement may be terminated by Honeywell and Jeppesen with written notice to Licensee; provided, however, if the Agreement or a subscription hereunder is terminated for convenience by Honeywell or Jeppesen, Honeywell and Jeppesen shall

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refund to Licensee the pro-rata portion of the annual subscription fee for the Data Service equal to the period of time remaining in the subscription period.

12.3 This Agreement or any subscription hereunder may be terminated by Licensee on thirty (30) days prior written notice to Honeywell and Jeppesen; provided however, that if this Agreement or a subscription is terminated by Licensee during the first ninety (90) days of the initial annual subscription period, Licensee will be charged for a pro-rata portion of the annual subscription fee for the Data Service equal to 120 days of the Data Service. If this Agreement or a subscription hereunder is terminated by Licensee after the first 120 days of the initial annual subscription period, Honeywell and Jeppesen shall refund to Licensee the pro-rata portion of the annual subscription fee for the Data Service equal to the period of time remaining between the date of termination and the then-current paid Data Service subscription . Licensee will not be required to return media.

12.4 Trip Kits are not eligible for return or refund due to the time-sensitive nature of the data.

13. SALE, TRANSFER, OR REMOVAL

In the event of sale or transfer of the System equipped aircraft, or when the System is removed, Licensee agrees to notify Honeywell or Jeppesen in writing and is responsible for all charges incurred prior to such notification. Such transactions or removal constitute a subscription termination by Licensee. Licensee remains solely responsible for any and all use of the Data Service. In the event of any such sale or transfer, Licensee (i) will ensure that the new owner understands and agrees a new Data Service must be obtained by the new owner prior to Licensee's release of the aircraft; (ii) subject to the terms and conditions contained herein, will sublicense the Data Service to the new owner of the aircraft for the duration of the remaining Data Service cycle (generally about two weeks or less), and Jeppesen and Honeywell hereby authorize such sublicense without prejudice to any restrictions set forth in Section 8.3.3; and (iii) will remain solely responsible for the new owner's use of the Data Service during the sublicense pursuant to the requirements, restrictions, terms and conditions of this Agreement. Licensee will indemnify Jeppesen and Honeywell in accordance with Section 16.1 for all claims arising out of Licensee's failure of the obligations in this Section.

14. WARRANTY; DISCLAIMER

14.1 JEPPESEN EXPRESSLY WARRANTS FOR THE SOLE BENEFIT OF LICENSEE THAT IT

- (A) HAS ACCURATELY GRAPHICALLY DEPICTED THE FLIGHT PROCEDURES PRESCRIBED BY APPLICABLE GOVERNMENT AUTHORITIES, AND
- (B) HAS ACCURATELY COMMUNICATED THE INFORMATION OBTAINED FROM OTHER SOURCES

ON ITS MAPS AND CHARTS, AS SUPPLEMENTED AND/OR REPLACED BY THE ALERTS DESCRIBED ABOVE.

14.2 JEPPESEN MAKES NO WARRANTY REGARDING THE USE OF THE MAPS AND CHARTS OUTSIDE OF THE PERIOD FOR WHICH IT WAS PRODUCED AND WAS EFFECTIVE. THIS EXPRESS WARRANTY IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, MADE BY JEPPESEN REGARDING MAPS AND CHARTS. JEPPESEN WILL, AT ITS OPTION, REPAIR OR REPLACE THE CHART, OR REFUND THE MONEY PAID FOR THE CHART, WHICH FAILS TO MEET THIS WARRANTY. THIS SECTION STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

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14.3 EXCEPT AS OTHERWISE PROVIDED HEREIN, LICENSEE AGREES THAT THE DATA AS PROCESSED BY HONEYWELL OR JEPPESEN CONTAINS INFORMATION FURNISHED BY OTHERS WHO ARE NOT UNDER THE CONTROL OF HONEYWELL AND JEPPESEN; AND THAT IT IS ACCORDINGLY FURNISHED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

14.3.1. Except as otherwise provided herein, Honeywell and Jeppesen's sole liability and obligation and Licensee's exclusive and sole remedy under this Agreement for any errors or defects in the Data as supplied by Honeywell and Jeppesen is limited to Honeywell or Jeppesen providing corrections to the Data, at no additional charge, for a period of ten (10) days after effectivity of each Update Cycle, of any significant error or defect, caused by Honeywell or Jeppesen.

14.3.2 If Licensee requests any correction to errors caused by Honeywell or Jeppesen after such ten (10) day period, Honeywell or Jeppesen shall use its commercially reasonable efforts to make such corrections for use in the effective Update Cycle, provided, however, that at its discretion, Honeywell and/or Jeppesen may defer making such corrections in the effective Update Cycle and include them in the next effective Update Cycle.

14.3.3 Licensee's rights to the remedies identified in Sections 14.2 and 14.3.1 and 14.3.2 herein are conditioned upon the accompanying navigation databases or media not being exposed or subjected to any of the following:

- a. Any installation, operation or use which is improper or otherwise not in compliance with Honeywell's or Jeppesen's instruction;
- b. Any alteration or modification by anyone other than Honeywell or Jeppesen or those specifically authorized by Honeywell or Jeppesen; or
- c. Any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Licensee.
- d. Use of a navigation database outside the period for which it was produced and was effective.

15. DISCLAIMER AND RELEASE

15.1 THE WARRANTIES, CONDITIONS, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES OF HONEYWELL AND JEPPESEN AND REMEDIES OF LICENSEE SET FORTH HEREIN ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND LICENSEE HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF HONEYWELL AND JEPPESEN, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF LICENSEE AGAINST HONEYWELL AND JEPPESEN, EXPRESS OR IMPLIED, ARISING BY LAW, EQUITY OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT, ANY LICENSEE-SUPPLIED INFORMATION, AND THE DATA SERVICE PROVIDED HEREUNDER, AND ANY NONCONFORMANCE OR DEFECT IN THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY, OR CONFORMANCE WITH GOVERNMENT STANDARDS OR REGULATIONS OF SUCH DATA SERVICES OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF JEPPESEN AND/OR HONEYWELL HAVE BEEN MADE AWARE OF SUCH PURPOSE;

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- (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 OR HONEYWELL; AND
- (iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF LICENSEE, INCLUDING WITHOUT LIMITATION ANY AIRCRAFT

15.2 LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL OR JEPPESEN BE LIABLE TO LICENSEE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, EXEMPLARY DAMAGES, PUNITIVE DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. HONEYWELL'S AND JEPPESEN'S ENTIRE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE PREVIOUS TWELVE (12) MONTHS LICENSE FEES PAID HEREIN FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES IN CONTRACT (INCLUDING BUT NOT LIMITED TO WARRANTY), TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW, EQUITY OR OTHERWISE

15.3 Jeppesen's and Honeywell's liability set forth in this Section 15 will apply to the fullest extent permitted by law.

15.4 Effect of Limitation. The parties acknowledge that the limitations set forth in this Section 15 were arrived at in consideration of the mutual agreements of the parties set forth herein, and are integral to the amount of fees charged for the Data Services provided hereunder, and recognize that were Jeppesen and Honeywell to assume any further liability beyond that set forth in this Section 15, such fees would be substantially higher.

15.5 For purposes of this Section 15, the term "Jeppesen" includes Jeppesen, its parent companies, its subsidiaries and affiliates, the assignees of each, and their respective directors, officers, employees, licensors, contractors, subcontractors and agents, and the term "Honeywell" includes Honeywell, its parent companies, its subsidiaries and affiliates, the assignees of each, and their respective directors, officers, employees, licensors, contractors, subcontractors, and agents.

15.6 The Parties acknowledge that (i) Licensee is the "end user" of the Data that is the subject of this Agreement, and (ii) pursuant to RTCA, Inc. 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 [i.e., Data] meets the quality for its intended application rests with the end-user of that data."

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16. INDEMNIFICATION

16.1 Licensee assumes liability for, and shall indemnify, protect, save and keep harmless Honeywell, Jeppesen and their respective parent companies (if applicable), subsidiaries and affiliates, and assignees of each, as well as their officers, directors, managers, agents, employees, suppliers, licensors, contractors, subcontractors, agents, servants, successors and assigns (each an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, arbitrations (including claims by third parties), 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 whatsoever, including employees of Licensee, or loss or damage to any property, including without limitation any aircraft, unauthorized warranty or representation made by Licensee or liability of any nature or kind of Licensee, its employees or agents relating to the services, arising out of or in any way relating to the utilization or processing of the Data Service, or any other things provided to Licensee under this Agreement; whether or not arising in strict liability, tort, or the negligence of Jeppesen or Honeywell.

16.2 Licensee is solely responsible for the design, adequacy, accuracy, reliability, safety, conformance with government standards or regulations, and content of the Tailored Data, including fitness for its intended purpose. Licensee will, at its expense, indemnify, defend, and hold harmless Jeppesen, Honeywell and their licensors, contractors, subcontractors and agents from any claims and liabilities (including claims by third parties), and costs and expenses (including attorneys' fees) (i) resulting from a claim that use of the Tailored Data by Licensee, or processing of the Tailored Data by Jeppesen or Honeywell, infringes the intellectual property rights of a third party, or (ii) arising out of the utilization of the Tailored Data included in the Data Service.

16.3 Licensee's obligations under this indemnity will survive the expiration, termination, or cancellation of this License Agreement.

17. ASSIGNMENT

This Agreement binds and inures to the benefit of Licensee, Honeywell and Jeppesen, and their successors and assigns. Licensee may not assign, transfer or otherwise dispose of this Agreement or any interest herein without Honeywell and Jeppesen's prior written consent, which consent shall not be unreasonably withheld. Honeywell and Jeppesen shall not have any obligation to Licensee unless such consent is obtained.

18. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of New York, U.S.A., without recourse to choice of law statutes or principles that would otherwise result in the application of the law of any other jurisdiction to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

19. SEVERABILITY

Should any provision of this Agreement be declared illegal, invalid or unenforceable, for any reason, it shall be severed from this Agreement without affecting the legality or enforceability of the remainder. Honeywell and Jeppesen's remedies set forth herein are not exclusive and are in addition to any other remedies available, none of which shall be deemed waived by virtue of Honeywell and Jeppesen's exercise of any other remedy.

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20. DISPUTES

Any controversy, claim or dispute arising out of or relating to this Agreement or the transactions contemplated thereby, or the breach, termination, enforcement, interpretation or validity thereof, ("Dispute"), if not first resolved amicably, will be solely subject to the jurisdiction of the United States District Court for the Southern District of New York, in accordance with the Governing Law set forth in Section 18 above, and the parties hereby irrevocably and unconditionally consent to the exclusive in personam jurisdiction of such courts for the purpose of prosecuting and resolving such dispute, claim or controversy. The foregoing will not apply in the event a third party claims any injury, damage or loss against Jeppesen and/or Honeywell in a court or other proceeding wherein Licensee is joined, interpleaded or impleaded by Jeppesen and/or Honeywell, or Licensee is otherwise a necessary or indispensable party to the action or proceeding. Licensee waives sovereign immunity and related defenses with respect to this Agreement. Jeppesen, Honeywell and Licensee hereby knowingly, voluntarily, intentionally, and irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

21. EXPORT

21.1 Licensee shall be responsible for its compliance with the export restrictions, laws and regulations of the governments of the United States, and, if applicable, other countries, and when required by such laws and regulations shall obtain validated export and re-export licenses required for the Data Service delivered under this Agreement. Honeywell and Jeppesen will provide the Data Service, in accordance with this Agreement, upon receipt of such license and only during the validity of the license. Licensee will not attempt to, or knowingly export or re-export the Data Service or other things provided hereunder to any country, or national thereof, prohibited from obtaining such data, either directly or indirectly through affiliates, licensees or subsidiaries of Licensee.

21.2 Honeywell and Jeppesen shall not be liable to Licensee for any failure to provide Data Services as a result of any of the following government actions: (i) refusal to grant export or re-export license; (ii) cancellation of export or re-export license; or (iii) any subsequent interpretation of export laws and regulations, after the date of this Agreement, that limits or has a material adverse effect on the cost of Honeywell and Jeppesen's performance on this Agreement.

22. END USE/END USER CERTIFICATION - COMPLIANCE WITH UNITED STATES EXPORT REGULATIONS

22.1 It is Honeywell and Jeppesen's policy to verify the end use and end user in all sales and repairs of Honeywell and Jeppesen products and in all transfers of technical data or software to ensure compliance with applicable U.S. export control laws and regulations. Because the products You are purchasing, or software or technology You are licensing, may be exported and used outside of the United States, by clicking the "I Accept" or "Agree" button (as applicable), You confirm the following:

- A. Licensee will not export or re-export any Honeywell or Jeppesen products, technology or software to Cuba, Iran, North Korea, Sudan, Syria, Taliban of Afghan or any other country on the U.S. Debarred list, unless otherwise authorized by the United States Government.
- B. Licensee will not sell, transfer, export or re-export any Honeywell or Jeppesen products for use in activities which involve the development, production, use or stockpiling of nuclear, chemical or biological weapons or

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Integrated Navigation Data Service™



missiles, nor use Honeywell or Jeppesen products in any facilities which are engaged in activities relating to such weapons.

- C. Licensee acknowledges that U.S. law prohibits the sale, transfer, export or re-export or other participation in any export transaction involving Honeywell or Jeppesen products with individuals or companies listed in the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of State's list of individuals debarred from receiving Munitions List items and other applicable lists, i.e. Entity List.
- D. Licensee will abide by all applicable U.S. export control laws and regulations for all products purchased from Honeywell or Jeppesen and will obtain any licenses or approvals required by the U.S. Government prior to export or re-export of Honeywell's or Jeppesen's products, software or technology.

IN THE EVENT THESE COMMODITIES, TECHNOLOGY OR SOFTWARE ARE EXPORTED FROM THE UNITED STATES THEY ARE EXPORTED IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED.

23. NOTICES

23.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed to be sufficiently served five (5) working days from the date of mailing if sent by registered or certified mail with return receipt requested (airmail if sent internationally), or one (1) working day from date of mailing if sent via overnight courier service, or same day if in person, or by e-mail to Licensee's e-mail address on file with Jeppesen. Notice may also be given by such other means as may be agreed.

23.2 **It is Licensee's responsibility to keep its contact information current valid and provide any needed changes in writing to Jeppesen or Honeywell.** Licensee will indemnify Jeppesen, as defined in Section 16, Indemnification, in the event Licensee does not receive applicable notices from Jeppesen due to Licensee's contact information being invalid.

23.3 INDS Contact Information:

Account Services or Technical Assistance: 1 888.309.7555 or 303.328.6948 and follow prompts

<p>Account Services (including contract administration):</p> <p>Within the U.S.: 1-888-309-7555 Option 1 International: 303-328-6948 Option 1 Eastern Hemisphere number: 0044 (0) 1293 842409, option 1</p> <p>Email: AccountServices@epicinds.com Account Services Fax: 303.648.6531</p> <p>PHYSICAL/MAILING ADDRESS: Boeing Digital Solutions, Inc. 55 Inverness Drive East Englewood, Colorado 80112 U.S.A.</p>	<p>Technical Assistance:</p> <p>Within the U.S.: 1-888-309-7555 Option 2, then option 1, Outside the U.S.: 303-328-6948 Option 2, then option 1, E-mail: AeroTechSupport@epicinds.com</p> <p>PHYSICAL/MAILING ADDRESS: Honeywell International Inc. Aerospace Database Services M/S N19C5 21111 North 19th Avenue Phoenix, Arizona 85027 U.S.A.</p>
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24. WAIVERS

The waiver of any right by any party of this Agreement shall not be construed as a waiver of the same right at a future time or as a waiver of any other right. Failure by Honeywell or Jeppesen to assert all or any of its rights upon any breach of this Agreement shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No waiver of any right shall extend to or affect any other right Honeywell and Jeppesen may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

25. CONFIDENTIALITY

The terms and conditions contained in this Agreement shall not be disclosed by the parties of this Agreement to any third party without the prior express written consent of the other parties.

26. TITLES

Section titles of this Agreement are for the parties' convenience and are not be used to explain, modify, amplify or interpret this Agreement.

27. SURVIVAL OF PROVISIONS

Notwithstanding any termination or expiration of this Agreement, the parties' respective obligations under the following sections shall continue in full force and effect: "Fees and Pricing", "Restrictions on Use of Data Service", "Proprietary Rights", "Warranty; Disclaimer", "Limitation of Liability", "Indemnification", "Applicable Law", "Disputes", and "Sale, Transfer, or Removal".