

UNIVERSAL AVIONICS SYSTEMS CORPORATION
NAVDATA
END USER LICENSE AGREEMENT

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The following terms of this End User License Agreement (“Agreement”) govern Customer’s access to and use of the Software, except to the extent there is a separate signed agreement between Customer and Universal governing Customer’s use of the Software. To the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (i) the signed agreement and (ii) this End User License Agreement. Any terms contained in a purchase order or any other document provided by Customer that are inconsistent with the terms hereof are null and void.

For the purposes of this Agreement, the term “Software” shall include (i) the NavData software; (ii) documentation including all written information (whether contained in user or technical manuals, training materials, specifications or otherwise) specifically pertaining to Navdata and made available by Universal with the Navdata software in any manner (including CD-Rom or online); and (iii) media containing Navdata or pertaining to Navdata; and (iv) updates, if any, provided to Customer under this Agreement.

1. LICENSE, SUPPORT AND CUSTOMER RESPONSIBILITY.

1.1 LICENSE. Subject to all terms of this Agreement and the timely payment of fees by Customer, which are non-refundable, Universal grants to Customer a non-exclusive, non-transferable license, without the right to grant sublicenses, to use one (1) copy of the Software during the term of this Agreement solely for the following purposes (the “NavData License”).

1.1.1 Customer’s license to use the Software shall be limited to, and Customer shall not use the Software in excess of a single aircraft or simulator training device equipped with a Universal Flight Management System (“FMS”) owned or controlled by Customer. A separate license subscription is required for each aircraft or simulator training device using Universal’s Software.

1.1.2 Customer may use the Software in any number of Universal Flight Planning Software installations licensed by Customer without any additional licenses other than the license requirements described in Section 1.1.1, above.

1.1.3 Customer may use the Software in conjunction with a Universal FMS Trainer (“FMST”) without an additional license provided that the number of FMSTs does not exceed the number of licenses purchased under Section 1.1.1. If the number of Customer’s FMSTs exceeds the number of licenses purchased under Section 1.1.1, then Customer may use the Software on its FMSTs if Customer purchases additional licenses for such additional FMSTs.

Customer may make one (1) copy of the Software solely for backup purposes. Customer agrees not to modify the Software, remove any notices or markings on the Software, or reverse compile, reverse assemble, reverse engineer or otherwise attempt to learn, use or disclose the trade secrets contained in the Software, transfer the Software in whole or in part over a network, or permit any third party to do any of the foregoing.

1.2 SUPPORT. During the term of this Agreement, Universal will:

1.2.1 provide Customer with updates to the Software at the time such updates are released to all Software customers. An annual subscription license service includes thirteen updates shipped on a 28-day cycle. The navigation information is only valid for the 28-day period for which it was produced. New updates are also available on Universal’s website prior to the effective date of each cycle update.

1.2.2 use commercially reasonable efforts during normal business hours to answer Customer’s questions via telephone or email with respect to the installation and operation of the Software. Any errors in the Software reported by Customer to Universal will be corrected by Universal, as appropriate, in Universal’s sole discretion. This Section 1.2.2 is Universal’s sole obligation and Customer’s sole remedy for any errors in the Software.

1.3 CUSTOMER RESPONSIBILITY. The Customer has the ultimate responsibility to ensure data requirements are met and to verify the Software loaded in their FMS is current and valid for the intended operation. If an error or inconsistency is discovered, the end-user should notify Universal for resolution. In addition, the Customer is responsible for checking the latest NOTAMs and Navdata Alerts.

2. OWNERSHIP. This is a license, not a transfer of title to the Software and Universal retains ownership of all license rights to all copies of the Software. There are no implied rights or licenses granted under this Agreement.

3. CONFIDENTIALITY. Customer acknowledges and agrees that use of the Software is furnished to Customer on a confidential and secret basis for the sole and exclusive use of Customer and not for resale. Customer shall not publish, disclose, or otherwise divulge to any person, at any time, either during or after the term of this Agreement, any non-public information regarding the Software (including without limitation any passwords or other access codes provided by Universal), without the prior written consent of Universal. Customer shall implement reasonable security measures to protect the confidentiality of the Software.

4. TERM AND TERMINATION. This Agreement and the NavData License granted herein shall commence on the date of acceptance by Universal of the Software order and shall remain in effect for the term of the NavData License subscription purchased by Customer unless terminated early in accordance with the terms hereof. The foregoing NavData License shall terminate immediately and without prior notice for any breach of this Agreement by Customer. Upon any such termination, Customer shall immediately destroy or delete any and all Software and promptly confirm in writing to Universal that Customer has done so. All confidentiality obligations of Customer and all limitations of liability and disclaimers shall survive termination of this Agreement.

5. DISCLAIMER.

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, (i) ANY IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR (ii) OTHER CLAIMS ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY UNIVERSAL, ITS DEALERS AND LICENSORS.

6. LIMITATION OF LIABILITY.

IN NO EVENT SHALL UNIVERSAL, ITS DEALERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY INJURY TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, FOR NEGLIGENCE, OR FOR ANY PECUNIARY OR OTHER LOSS WHATSOEVER HOWEVER CAUSED ARISING UNDER OR AS A RESULT OF THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF UNIVERSAL HEREUNDER EXCEED THE SUM OF ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE.

7. GENERAL.

This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of laws principles, and the state and federal courts located in Tucson, Arizona, shall have sole jurisdiction over any dispute arising hereunder, and the parties hereby consent to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by Customer without the prior, written permission of Universal. Any purported assignment without such permission shall be void. Any waiver of any rights of Universal under this Agreement must be in writing, signed by Universal, and any such waiver shall not operate as a waiver of any future breach of this Agreement. The parties acknowledge that the Software is subject to the export control laws of the United States of America, including the U.S. Bureau of Export Administration regulations, as amended, and hereby agree to obey any and all such laws. The parties agree not to take any actions that would cause either party to violate the U.S. Foreign Corrupt Practices Act of 1997, as amended. This Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements.