UNIVERSAL AVIONICS SYSTEMS CORPORATION
DATA SUBSCRIPTION AND SERVICES AGREEMENT

IMPORTANT: PLEASE READ THIS DATA SUBSCRIPTION AND SERVICES AGREEMENT ("AGREEMENT") CAREFULLY. UNIVERSAL AVIONICS SYSTEMS CORPORATION ("UNIVERSAL") IS WILLING TO PROVIDE YOU ACCESS TO AND USE OF CERTAIN SERVICES AS SET FORTH BELOW ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT.

BY ACCESSING OR USING ANY SERVICES, DOWNLOADING ANY DATA FROM OR ACCESSING ANY DATA THROUGH UNIVERSAL, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "CUSTOMER") TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, THEN UNIVERSAL IS UNWILLING TO PROVIDE YOU ACCESS TO THE SERVICES TO YOU AND YOU ARE NOT PERMITTED TO DOWNLOAD, ACCESS, INSTALL, OR USE ANY DATA THROUGH UNIVERSAL.

The following terms of this Agreement govern Customer's access to and use of one or more Services made available by Universal and purchased by Customer in a purchase order accepted by Universal ("Order") . Any terms contained in a purchase order that are inconsistent with the terms hereof are null and void.

For the purposes of this Agreement, the term "Services" shall consist of (A) (i) access to one or more data or database products ("Data Products") via Customer's existing account to Universal's proprietary customer portal ("UniNet"), as reflected in an Order for use on or in connection with a single aircraft, simulation device, system, solution, or other piece of equipment owned and controlled by Customer as identified in the Order (each, an "Asset") and (ii) documentation including all written information (whether contained in user or technical manuals, training materials, specifications, or otherwise) specifically pertaining to the applicable Data Products and made available by Universal with the Data Product in any manner (including, but not limited to, CD-ROM, USB drive, or online), (B) access to one or more data analytics services for the analysis, review, and display of data originating with one or more Customer Assets ("Customer Data") via Customer's existing account to UniNet ("Analytics Services"), and (C) updates, if any, provided to Customer for such Data Products or Analytics Services identified in any Order under this Agreement.

Any access to the Services including access to UniNet is subject to the Universal Privacy Terms. In addition, Customer may not share its UniNet account credentials for any reason, including without limitation in order to allow download of or access to Data Products or Analytics Services by any third party.

1. DATA PRODUCTS LICENSE AND SUPPORT

1.1 LICENSE. Subject to Customer's compliance with the terms of this Agreement and the timely payment of any fees by Customer, Universal grants to Customer a non-exclusive, non-transferable, non-assignable, license, without the right to grant sublicenses, solely for the use of the Data Products and related Services to access the same for the subscription term set forth in the applicable Order. Unless otherwise set forth in the Order, the subscription term for the Data

Products and related Services are quoted and invoiced on an annual basis with current year pricing. Renewal quotes are sent via email to the primary point of contact on the account at approximately 60, 30 and 15 days prior to expiration. Within the email a link is available to review and accept the quote. With acceptance, the invoice is issued and subscription renewed. An active subscription provides (1) copy of the Data Products (independent of the means of transmission) via the services for upload to and use in connection with the Asset identified in the applicable order. All copies of the Data Products must be stored securely to prevent any unauthorized access or use.

1.2 RESTRICTIONS.

1.2.1 All use of the Data Products and related Services is subject to the navigation data quality requirements established by Universal, a copy of which can be obtained from Universal upon request.

1.2.2 Customer may only use the Data Products, and as applicable, upload the Data Product(s) to the single Asset as such Asset is identified in the applicable Order, unless otherwise agreed in writing by Universal. Depending on the Data Product(s) purchased, Customer may need to register with Universal identifying information for the Asset, such as the aircraft tail number, simulator training device ID, or other system or solution ID ("Asset Number") to gain access to the Data Product for the Asset. Should Customer dispose of the Asset, Customer is responsible for notifying Universal in writing to terminate this Agreement as set forth below for the Data Product and Services associates with such Asset.

1.2.3 Upon registration of the applicable Asset and confirmation of the Asset Number by Universal, Customer's subscription to the Data Product(s) via the Service will be activated. If registration of the applicable Asset is not required for the Data Product(s) purchased by Customer, Customer's subscription to the Data Product(s) via the Service commences as soon as Universal makes the Data Product(s) available to Customer via the Services.

1.2.4 If Customer uses the Data Product(s) on multiple Assets without Universal's prior written approval, Customer will be immediately charged for additional Data Product(s) subscription(s). If such additional Data Product(s) subscription(s) are not paid within thirty (30) days, access to the Data Product(s) on all Assets may be restricted, denied, or terminated by Universal.

1.2.5 Customer agrees not to copy or modify the Data Product(s) (except for strictly backup purposes), remove any notices or markings on the Data, reverse compile, reverse assemble, reverse engineer, or otherwise attempt to learn, use, or disclose the trade secrets contained in the Data Product(s) or related Services; transfer the Data Product(s) in whole or in part over a network, attempt to gain unauthorized access to the Data Product(s) or related Services not expressly purchased and paid for by Customer, circumvent or attempt to circumvent any security controls on the Data Product(s) or related Services, or permit any third party to do any of the foregoing.

1.3 THIRD PARTY DATA PRODUCTS. Customer understands and agrees that the Data Product(s) is sourced by Universal from one or more third parties, including without limitation Thoma Bravo d/b/a Jeppesen ("Jeppesen"). All Universal products and services that include Jeppesen Data Products are further subject to the terms and conditions of the Jeppesen Addendum below. Certain Data Products may be subject to additional terms and conditions

from the data licensor. In any event, Universal has no responsibility for any errors or inaccuracies in the Data Product(s).

1.4 CUSTOMER RESPONSIBILITY FOR USE OF DATA PRODUCT(S).

1.4.1 Certain Data Product are only valid for a limited time and applicable solely for the time period for which such Data Product was produced. As an example, Navigational Data Products are only valid for the 28-day period for which it is produced. CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIRMING THE DATA PRODUCT(S) IT RECEIVES THROUGH THE SERVICES IS CURRENT, VALID, AND APPROPRIATE FOR CUSTOMER'S INTENDED USE. DATA PRODUCT(S) MAY CHANGE AT ANY TIME AND CUSTOMER IS SOLELY RESPONSIBLE FOR MONITORING ANY ALERTS OR UPDATES REGARDING THE DATA PRODUCT(S).

1.4.2 Downloading and using the Data Product(s) or related Services and uploading the Data Product(s) to the Asset is at Customer's sole risk and responsibility in accordance with UNIVERSAL DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR THE PROPER DOWNLOAD AND UPLOAD OF THE DATA PRODUCT(S) OR USE OF THE SAME IN CONNECTION WITH THE ASSET.

1.4.3 Customer is solely responsible for all use of the Data Product(s) and related Services by Customer's employees, contractors, personnel, and anyone else using Customer's Universal or UniNet account or otherwise accessing the Data Product(s) or Services using Customer's credentials. Customer must ensure that all such users are notified of the restrictions on the use of the Data Product(s) and related Services and that access to the Data Product(s) and related Services is restricted to Customer's personnel with sufficient training and experience to use the same in connection with the Asset, where applicable.

1.4.4 Customer also should become familiar with applicable notices to airmen (NOTAMs), alerts, bulletins, and notifications made available by Universal or any third-party Data Product(s) providers, as applicable, as the same may affect operation of the related Services and use of the Data Product(s). All Data Products are intended for use by experienced and knowledgeable personnel thoroughly familiar with and competent in the use of the Assets. Neither the Data Products nor the related Services is intended to replace the professional judgment of Customer's personnel that must have and maintain such training.

1.4.5 Customer must promptly notify Universal if it discovers an error or inconsistency in the Data Products.

1.5 DATA PRODUCTS SUPPORT. During the term of this Agreement, Universal will:

1.5.1 Provide Customer with any and all updates to the Data Products and related Services at the time such updates are released to all of Universals customers for such Data Product(s); and

1.5.2 Use commercially reasonable efforts during normal business hours to answer Customer's questions on the installation of the Data Products and use of the related Services to access the same. Universal will use commercially reasonable efforts to correct any errors in the Data Products reported by Customer to Universal at Universal's sole discretion. This Section 1.5.2 is Universal's sole obligation and Customer's sole remedy for any errors in the Data Products.

2. ANALYTICS SERVICES.

2.1. Subject to Customer's compliance with the terms of this Agreement and the timely payment of any fees by Customer, Universal will provide Customer with one or more Analytics Services as set forth in the Order. Such Analytics Services will provide Customer with access to certain Customer Data from one or more Assets and reports and analysis regarding the same via UniNet. In order to receive the Analytics Services, Customer must ensure Universal has consistent and regular access to all Customer Data as required for the applicable Analytics Services. Universal is not responsible for the accuracy or integrity of any Customer Data nor the accuracy or integrity of any Analytics Services resulting from such Customer Data. Universal is not responsible for the performance of any Asset or ensuring the Customer Data feed from the same. It is Customer's responsibility to ensure connectivity of the Asset to Universal to provide the Customer Data feed in the form and format required by Universal for the applicable Analytics Services.

2.2. Customer is responsible for ensuring it has all necessary rights, abilities, and consents reasonably required under applicable law to provide Customer Data to Universal for the purposes of providing the Analytics Services and related Services.

2.3. Universal uses commercially reasonable and appropriate technical, administrative and physical measures and controls to help maintain the security, confidentiality, and availability of Customer Data that is solely within Universal's possession, custody, and control.

2.4. Customer grants Universal the right and license to further process Customer Data to create anonymous aggregated data sets ("Aggregated Data") that does not identify Customer or its users. Any such Aggregated Data is and will be the sole and exclusive property of Universal and may be used by Universal without attribution or compensation to Customer for any purpose, including without limitation the development of new and modified products and services and other commercial purposes. Notwithstanding the foregoing, as between Universal and Customer, any Customer Data is and remains the sole and exclusive property of Customer.

2.5. Customer's use of and access to the Analytics Services will generate usage data regarding the use and performance of the Analytics Services, including without limitation usage statistics and performance metrics, ("Usage Data"). All such Usage Data is the sole and exclusive property of Universal. Customer will not receive access to or use of Usage Data as part of the Analytics Services.

2.6. During the term of this Agreement, Universal will:

2.6.1. provide Customer with any and all updates to the Analytics Services and related Services at the time such updates are released to all of Universals customers for such Analytics Services; and

2.6.2. use commercially reasonable efforts during normal business hours to answer Customer's questions on the access to and use of the Analytics Services and use of the related Services to access the same. Universal will use commercially reasonable efforts to correct any errors in the Analytics Services reported by Customer to Universal, as appropriate, at Universal's sole discretion. This Section 2.6.2 is Universal's sole obligation and Customer's sole remedy for any errors in the Analytics Services.

3. PAYMENT TERMS.

3.1. Subscription fees for access to the Data Products, Analytics Services, and use of any related Services are presented at the time of order based on current account standing. .

3.2. Unless otherwise agreed in writing by Universal, all invoices are due and payable Net 30 from the date of the invoice.

3.3. Customer will make all payments to Universal without deduction for taxes, imports, customs, levies, VAT, or other withholding similar taxes as well as any bank charges. Any such fees or taxes will be the sole responsibility of Customer.

3.4. All fees are non-refundable. No refunds will be provided to Customer for cancellation of subscription to the Data Products, Analytics Services, or any related Services.

4. OWNERSHIP.

Between Customer and Universal, Universal retains all rights, title, and interest in and to the Data Products, Analytics Services, and related Services, as well as any software and infrastructure used to provide the same and all Aggregate Data and Usage Data. Between Customer and Universal, Customer retains all rights, title, and interest in and to the Customer Data. There are no implied rights or licenses granted under this Agreement except as specifically contained herein.

5. CONFIDENTIALITY.

Customer acknowledges and agrees that use of the Services is furnished to Customer on a confidential basis for the sole and exclusive use of Customer for its internal business purposes in connection with the Asset. Customer shall not publish, disclose, or otherwise divulge to any person, at any time, either during or after the term of this Agreement, the Data Products, Analytics Services, or any related Services or any non-public information or any reviews or public postings regarding the foregoing (including, without limitation, any passwords or other access codes provided by Universal, whether for access to Services or UniNet), without the prior written consent of Universal. Customer must implement reasonable security measures to protect the confidentiality of the Services.

6. TERMINATION.

This Agreement remains effective for the subscription term set forth in the applicable Order unless otherwise terminated by either party pursuant to this Section. Universal may terminate this Agreement and/or any Order without cause upon ten (10) days' prior written notice. In addition, this Agreement and all Orders terminate immediately and without prior notice upon any breach of this Agreement by Customer, including failure to promptly pay any amounts due to Universal. Upon any such termination, Customer shall immediately cease all use of the Services and destroy or delete any and all Data Products and promptly confirm in writing to Universal that Customer has done so. In the event Customer is receiving any Analytics Services at the time of any such termination, Customer must cease transmitting or otherwise disclosing any Customer Data to Universal and Universal, at Customer's written direction, will either destroy or return any Customer Data in Universal's possession, custody, or control. In no event does or will Universal have any obligation to destroy, return, or cease any use of Aggregate Data or Usage Data, which is the sole and exclusive property of Universal. Universal may also suspend or terminate access to the Services without notice to Customer in the event Universal becomes aware of any security or other risk to the Services, Data Products, Analytics Services, or Universal customer, system, or network. All confidentiality obligations of Customer and all limitations of liability and disclaimers shall survive termination of this Agreement.

7. DISCLAIMER.

THE DATA PRODUCTS, ANALYTICS SERVICES, AND ALL RELATED SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES ARE

HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, AND THOSE ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, TO THE EXTENT ALLOWED BY APPLICABLE LAW.

8. LIMITATION OF LIABILITY.

IN NO EVENT WILL UNIVERSAL BE LIABLE FOR ANY COST OF COVER, COST OF PROCUREMENT OF REPLACEMENT GOODS OR SERVICES, LOSS OF REVENUE, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF DATA OR BUSINESS INFORMATION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND HOWEVER CAUSED, ARISING UNDER OR AS A RESULT OF THIS AGREEMENT OR IN CONNECTION WITH ANY DATA PRODUCT, ANALYTICS SERVICES, OR ANY OTHER SERVICES OR COMPONENT THEREOF, 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 IN THE AGGREGATE THE FEES ACTUALLY PAID BY CUSTOMER FOR THE DATA PRODUCT OR ANALYTIC SERVICE GIVING RISE TO THE CLAIM DURING THE PRIOR THREE (3) MONTHS PRECEDING THE EVENTS GIVING RISE TO CUSTOMER'S CLAIM. CUSTOMER UNDERSTANDS AND AGREES THAT THIS LIMITATION OF LIABILITY IS A MATERIAL TERM WITHOUT WHICH UNIVERSAL IS UNWILLING AND UNABLE TO PROVIDE CUSTOMER ANY SERVICES.

9. INDEMNIFICATION.

Customer agrees to indemnify and hold harmless Universal from and against any and all losses, damages, liabilities, expenses, attorneys' fees and all other costs incurred by Universal as a result of any claim, allegation, lawsuit, proceeding, or demand against Universal, its officers, directors, employees, contractors, or licensors to the extent arising from (a) breach of this Agreement by Customer or its personnel, (b) misuse of any Data Product, Analytics Services, or any related Services by Customer or its personnel, (c) access to Customer's Universal UniNet account, (d) use of the Data Product or Analytic Service or performance of any Asset, or (e) any Customer Data or the provision of the same to Universal. Customer will further defend the foregoing parties from any such claim, allegation, lawsuit, proceeding, or demand at Customer's election with counsel reasonably acceptable to Universal.

10. GENERAL.

This Agreement is governed by the laws of the State of Arizona, without regard to conflict of laws principles, and the state and federal courts with jurisdiction over Pima County, located in Tucson, Arizona, USA, have sole jurisdiction over any dispute arising hereunder, and the parties hereby consent to the exclusive 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 is 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.

CUSTOMER REPRESENTS AND WARRANTS THAT IT IS FAMILIAR WITH AND WILL COMPLY IN ALL RESPECTS WITH ALL LAWS, REGULATIONS, AND ADMINISTRATIVE REQUIREMENTS APPLICABLE TO DATA PRODUCTS, CUSTOMER DATA, ASSETS, AND USE OF THE SAME, INCLUDING, WITHOUT

LIMITATION, THE FOREIGN CORRUPT PRACTICES ACT, AS AMENDED, THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS, THE EXPORT ADMINISTRATION REGULATIONS (“EAR”), THE ANTIBOYCOTT AND EMBARGO REGULATIONS AND GUIDELINES ISSUED UNDER THE EAR, AND THE REGULATIONS OF THE UNITED STATES DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL AND ANY DATA PRIVACY / DATA SECURITY PROVISIONS INCLUDING BUT NOT LIMITED TO THE GENERAL DATA PROTECTION REGULATION (GDPR), THE UNITED KINGDOM GENERAL DATA PROTECTION REGULATION (UK GDPR), THE SWISS FEDERAL DATA PROTECTION ACT (FADP), CANADA’S PERSONAL INFORMATION PRIVACY AND ELECTRONIC DATA ACT (PIPEDA), BRAZIL’S GENERAL LAW ON THE PROTECTION OF PERSONAL DATA (LGPD), AND ANY UNITED STATES FEDERAL OR STATE DATA PRIVACY OR SECURITY LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION THE CALIFORNIA CONSUMER PRIVACY ACT, EACH AS THEY MAY BE AMENDED, AND ANY SUBSEQUENT LAWS AND REGULATIONS. Absent a more specific signed agreement between the parties, this Agreement represents the entire agreement between the parties with respect to these data products, subscriptions and services, and supersedes any contemporaneous, conflicting, or additional communications, negotiations, or previous Data Licensing, Data Subscription, and Data Services Agreements. Certain provisions by their nature will survive any termination or expiration of this Agreement including without limitation Sections 3 to 10.

JEPPESEN ADDENDUM

JEPPESEN TERMS AND CONDITIONS
LIMITED WARRANTIES AND DISCLAIMERS

The user acknowledges that: (i) user is the "end-user" of the data that is the subject of these terms and conditions, and (ii) Requirements and Technical Concepts for Aviation, Inc. (RTCA) document D0-200A 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. NavData] meets the quality for its intended application rests with the end-user of that data."

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 DATA IN ANY SPECIFIC AVIONICS SYSTEM USED TO TRANSFORM DATA INTO FORMATS AND CONFIGURATIONS NECESSARY FOR USE IN SPECIFIC AVIONICS SYSTEMS.

WARNING : USER IS NOTIFIED OF DATA SERVICE RELATED ALERTS AND NOTICES ("ALERTS") PUBLISHED ON JEPPESEN'S NOTICES & ALERTS WEBPAGE TO BE ACCESSED VIA WWW.JEPPESEN.COM AT THE TIME OF THEIR PUBLICATION. CHANGES MAY OCCUR AT ANY TIME AND CUSTOMER AGREES TO REGULARLY MONITOR THE ALERTS AS APPROPRIATE FOR ITS TYPE OF OPERATION.

Jeppesen expressly warrants for the sole benefit of user that it has accurately compiled, reproduced and processed the data obtained from government or other sources into 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 ITSNAVDATA AND/OR THE NAVDATA SERVICE. JEPPESEN WILL, AT ITS OPTION, REPAIR OR REPLACE THE NAVDATA RECORD, OR REFUND THE FEES PAID FOR THE NAVDATA RECORD, WHICH FAILS TO MEET THIS WARRANTY. THIS SECTION STATES THE USER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.

THE CULTURAL DATA AND OBSTACLE DATA ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND WHATSOEVER.

THE CONDITIONS, REPRESENTATIONS, OBLIGATIONS, LIABILITIES AND WARRANTIES, IF ANY, OF JEPPESEN AND REMEDIES OF USER SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND USER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF JEPPESEN, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF USER AGAINST JEPPESEN, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DATA PROVIDED HEREUNDER, AND ANY NONCONFORMANCE OR DEFECT IN THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY, OR CONFORMANCE WITH GOVERNMENT STANDARDS OR REGULATIONS OF SUCH DATA OR OTHER THINGS PROVIDED UNDER THESE TERMS AND CONDITIONS, 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 USER, INCLUDING WITHOUT LIMITATION ANY AIRCRAFT.

JEPPESEN WILL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF JEPPESEN), STRICT LIABILITY OR OTHERWISE WITH RESPECT TO THE DATA PROVIDED HEREUNDER: (i) FOR LOSS OF USE, REVENUE OR PROFIT; AND (ii) FOR DAMAGES RESULTING FROM DELAY IN PERFORMANCE AND COST OF SUBSTITUTE PROCUREMENT; AND (iii) FOR DAMAGES RESULTING FROM BUSINESS INTERRUPTION; AND (iv) FOR COSTS OF REPRODUCTION OR RECOVERY OF DATA OR INFORMATION WHICH IS LOST IN WHOLE OR IN PART; AND (v) FOR ANY OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

If an arbitration panel or 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, these terms and conditions will be read and construed subject to such provisions of law.

Except to the extent of any claim or liability caused by Jeppesen 's failure to provide the remedy contained in any express warranty set forth herein, user 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 user but not employees of Jeppesen, or for loss of or damage to any property, including any aircraft, arising out of or in any way relating to user's utilization and/or processing of any NavData 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 recklessness or willful misconduct of Jeppesen. User's obligations under this indemnity will survive the expiration, termination, completion or cancellation of these te1ms and conditions.

For purposes of this indemnity, the term "Jeppesen" includes Jeppesen, its parent company, their respective parents, affiliates, and the assignees of each, and their respective directors, officers, employees and agents.

User shall be 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. User shall not attempt to, or knowingly export or re-export Data to any country, or national thereof, prohibited from obtaining Data, either directly or indirectly through affiliates, licensees or subsidiaries of user.